



MARINE
UNDERWRITING
SERVICES

OPTILOG SIA

MUS LOGISTICS PROTECTION

INSURANCE POLICY NO

2017 12257

Marine Underwriting Services SIA, Reg: 40103608205
4A Baznīcas Street, Rīga, LV-1010, Latvia
Phone (371) 67 830 870. Fax (371) 67 830 871
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**OPTILOG SIA, COMPANY NO: 40003863293**

Zemīša iela 4, Rīga, LV 1039, Latvija

Date of Issue: **December 9, 2016**

INSURANCE POLICY

MUS LOGISTICS PROTECTION**REFERENCE NO. 2017 12257****1. POLICY FORM**

MUS Logistics Protection, version May 1, 2015

2. PERIOD OF INSURANCE12 months commencing on 00:00 GMT+2 on **January 1, 2017****3. ASSURED, JOINT ASSUREDS AND CO-ASSUREDS****3.1 ASSURED****OPTILOG SIA**Zāliša iela 4
Rīga, LV 1039
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**

- ☐ Ship agent NO
- ☐ Liner agent NO
- ☐ 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 Latvian Association of Freight Forwarders (LAFF 2010) as may apply, but warranted this insurance will not respond to any claims referring to §27.3 of LAFF 2010 (duty to insure on storage);
- 2) General Conditions of the Nordic Association of Freight Forwarders (NSAB 2000), as may apply, but warranted this insurance will not respond to any claims referring to §27.C.3. (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 (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): Europe + CIS countries up to line of 40° to the East.

7.2 CARGO HANDLING FACILITY

Not insured / location

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
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		
1) Contractual liability for cargo	YES		€ 1,500 any one accident or occurrence in respect of claims related to carriage or handling of the following commodities: alcohol of any kind, tobacco based goods, electronic and temperature controlled goods.
2) Professional liability for errors and omissions	YES	€ 100,000 any one accident or occurrence	
3) Consequential financial loss	YES		
4.2 Legal liability in respect of third parties	NO		
1) Liability for damage to property	NO		
2) Liability for bodily injuries	NO		
4.3 Liability for increased contractual obligations	NO		
1) Liability in respect of declared value (ad valorem)	NO		
2) Liability in respect of delay 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		
1) Liability for containers	NO		
2) Liability for trailers	NO		
4.6 Liabilities for fines, tax and duty	YES	€ 100,000 any one accident or occurrence and in all for the period of this insurance	Subject to separate and additional deductible of € 1,500 any one accident or occurrence
1) Liabilities for tax and duty	YES		
2) Liability for fines	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 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:

- Hardware and software
- Chewing gum
- Mobile phones
- Personal effects
- Yachts and pleasure craft
- Motor vehicles
- Project Cargo

9.3 SUBCONTRACTORS CLAUSE

It is a condition precedent of this 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.

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

Failure of the Assured to demonstrate that he acted as required under this clause will release Insurers from any liability under this policy.

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 WARRANTY FOR CARRIAGE OF TOBACCO BASED PRODUCTS

It is further agreed and understood that unless otherwise agreed with Insurers in writing the liability of the Assured in respect of carriage of tobacco based products is subject to:

- The assured will intent to employ two drivers for each carriage, however this cover remain in force also if the carriage is performed by one driver.
- Refrigerated trailers or other trailers with hard sides only (no tents)



- Trailers are equipped with door sensors with security alarms
- GPS tracking system installed
- Overnight stop is permitted and place for such stop to be exactly in accordance with voyage plan and it complies with the following requirements:
 - o it has to be on and/or near by highways, in cities or towns;
 - o it is meant for parking of trucks / trailers;
 - o it is lighted during the night time;
 - o there should be other trucks parked at the time of arrival;
 - o it is chosen / confirmed between truck driver and voyage supervisor.

9.6 SHIPMENTS OF TOBACCO BASED PRODUCTS CLAUSE – INCREASED LIMIT OF LIABILITY

It is further agreed and understood that unless otherwise agreed with Insurers in writing the liability of the Assured in respect of carriage of tobacco based products is subject to:

It is noted and agreed that this insurance extends to include an additional general limit – € 600,000 on any one accident or occurrence and € 1,200,000 in all during the policy period.

Additional limit under this policy only applies in respect of the vehicle listed in the Schedule hereafter.

DESCRIPTION	REGISTRATION NUMBER
DAF FT XF 105 2013	JE8920

10. PREMIUMS

10.1 PREMIUM AND ADJUSTMENT RATE

This insurance is subject to minimum and deposit premium of € 10,000 payable in four equal installments quarterly and adjustable on expiry at 0.625% of gross freight receipts for the period of this insurance estimated at € 2,000,000, but always subject to Loss Review Clause hereunder.

10.2 LOSS REVIEW CLAUSE

Insurers agree to apply 20% discount in final premium adjustment (always subject to minimum premium as stated herein) subject to:

- a) Policy is renewed with the same Insurers and Insurance brokers for another 12 months (but subject rate increase not exceeding 25%);
- b) Gross loss ratio for the underwriting year is not exceeding 50%.

If Insurers will decide not to renew this policy due to any reason and gross loss ratio for the underwriting year is not exceeding 50% adjustment discount should remain intact.

10.3 GROSS LOSS RATIO DEFINED

For the purpose of Loss Review Clause "Gross loss ratio" should be calculated as *debit** should be divided by *credit*** expressed in percentage where:

** Debit is sum of gross deposit premium and additional premium paid by the Assured;*

*** Credit is sum of gross claims paid and estimated amounts in respect of claims outstanding, less refunds, salvage recoveries and deductibles, plus fees and/or costs paid by Insurers to third parties in connection to claims incurred.*

**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

12. INFORMATION GIVEN TO UNDERWRITING AGENTS

This indication of insurance is based on information provided by the insurance broker by email on December 28 - 30, 2015 and December 2016.

13. LAW AND JURISDICTION

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

Jurisdiction: Latvia

14. INSURERS

100%

INTERNATIONAL INSURANCE COMPANY OF HANNOVER SE

Registered in Germany, Registration Number: HRB 211924

Address: Roderbruchstraße 26, 30655 Hannover, Germany

Signed by:

MARINE UNDERWRITING SERVICES SIA

as underwriting and claims handling agents for

INTERNATIONAL INSURANCE COMPANY OF HANNOVER SE

ASSURED



Māris Purlaurs

underwriting and claims management agents for
International Insurance Company of Hannover SE.