

# MUS LOGISTICS PROTECTION INSURANCE POLICY

## INSURANCE POLICY NO 2023 10490

Date of Issue: January 2, 2023

## OTAŅĶU DZIRNAVNIĒKS SIA

Registration Number: 42103015892

Address: "Dzirnavnieks", Otaņķu pag., Dienvidkurzemes  
nov., LV-3475, Latvia

### 1. POLICY FORM

MUS Logistics Protection, version May 1, 2015

MUS Logistics Protection Insurance Product Information Document:

- In English: [www.underwriting.lv/file/Logistics/MUS-IPID\\_TL\\_EN.pdf](http://www.underwriting.lv/file/Logistics/MUS-IPID_TL_EN.pdf)
- In Latvian: [www.underwriting.lv/file/Logistics/MUS-IPID\\_TL\\_LV.pdf](http://www.underwriting.lv/file/Logistics/MUS-IPID_TL_LV.pdf)

### 2. PERIOD OF INSURANCE

12 months commencing on 00:00 GMT+2 on **January 9, 2023**

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

#### 3.1 ASSURED

##### OTAŅĶU DZIRNAVNIĒKS SIA

Registration Number: 42103015892

"Dzirnavnieks", Otaņķu pag., Dienvidkurzemes nov., LV-3475, Latvia

#### 3.2 JOINT ASSURED

##### OTANKI MILL UAB

Registration Number: 304603543

Draugystės g. 17-1, LT-51229 Kaunas, Lithuania

##### OTANKI MILL GMBH

Registration Number: DE4250695524

Raabestr. 1, 38364 Schöningen, Deutschland

#### 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), amended as follows: Europe, but excluding CIS countries.

### 7.2 CARGO HANDLING FACILITY

Not insured

## 8. RISKS INSURED, LIMITS AND DEDUCTIBLES

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](http://www.underwriting.lv/TL_2015_conditions.pdf).

RISKS	INSURED YES / NO	LIMITS	DEDUCTIBLES
<b>GENERAL LIMITS AND DEDUCTIBLES</b>	—	<b>€ 300,000</b> any one accident or occurrence and in all during the policy period	<b>€ 500</b> 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>		<b>€ 1,500</b> 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	YES		
4.1.1.3: Consequential financial loss	YES		
<b>4.2 Legal liability in respect of third parties</b>	<b>NO</b>		
1) Liability for damage to property	NO		
2) Liability for bodily injuries	NO		
<b>4.3 Liability for increased contractual obligations</b>	<b>NO</b>		
4.3.1: Liability in respect of declared value (ad valorem)	NO		
4.3.2: Liability in respect of delay in delivery	NO		
<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	YES		
2) Liability for trailers	YES		
<b>4.6 Liabilities for fines, tax and duty</b>	<b>NO</b>		
4.6.1: Liability for tax and duty	NO		
4.6.2: Liability in respect of fines, taxes or similar fiscal charges imposed on the Assured	NO		
<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 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:

- 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.

### 9.7 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: **€ 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 LOSS REVIEW CLAUSE:

It is agreed and understood that above-stated deposit premiums are final and non-adjustable premiums if the following criteria 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.

### 10.3 PREMIUM PAYMENT

Premium is payable in four equal instalments.

## 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. 2022 10490

## 13. LAW AND JURISDICTION

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

## 14. SECURITY

**100% OF 100%**

**HDI GLOBAL SPECIALTY SE**

Roderbruchstraße 26, 30655 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