



IB Marine  
Aviva Insurance Ltd  
PO Box 3469  
Aviva  
Norwich  
NR1 3TE

**FREIGHT OPERATORS' LIABILITY**

**SCHEDULE**

**POLICY NO** 23389628 CXF

**BRANCH** Manchester

**AGENT** C & C Insurance Brokers


**CODE** 75/0014400

**INSURED** Ital Logistics Ltd

**ADDRESS** Leestone Road  
Sharston Industrial Estate  
Sharston  
Wythenshaw  
Manchester  
M22 4RF

**BUSINESS DESCRIPTION** Freight Forwarder

**PERIOD OF INSURANCE** 31/12/2011 to 30/12/2012

**PREMIUM** 

## LIABILITIES INSURED

### ITEM

- |                        |   |
|------------------------|---|
| 1. Geographical Limits | Zone 6 including Italy and Turkey                   |
| Conditions of Trading  | CMR By Contract & Convention                        |
| Method of Transport    | Subcontracted Vehicle                               |
| Limit of Indemnity     | £250,000 any one vehicle                            |
|                        |   |
| 2. Geographical Limits | Zone 6 including Italy and Turkey                   |
| Conditions of Trading  | BIFA 2005A (or as amended by subsequent amendments) |
| Method of Transport    | Subcontracted Vehicles                              |
| Limit of Indemnity     | £250,000 any one vehicle                            |

### TURNOVER

£6,300,000.00

### RATE ON ADJUSTMENT

### MAXIMUM OVERALL LIMIT OF INDEMNITY

The Maximum Limit of Liability under this Policy in respect of any one occurrence is £ 250,000

## CONDITIONS

As per Aviva Your Freight Policy V.7

Also subject to the following:

### EXCESS CLAUSE

The Insured shall bear the first £250.00 of each and every claim

### ERRORS & OMISSION COMMITTED BY YOU

It is noted and agreed that the optional benefit - "Errors & Omissions Committed By You" is applicable to liability 2 noted herein.

### ENDORSEMENT 1

The Additional Benefit 5, "Carriage by sub-contractors" paragraph 5 is amended to read as follows and not as stated within the 'Your Freight' Policy:-

The Insured shall take all reasonable precautions to ensure that any sub-contractors employed by them shall maintain insurance but not necessarily on the same basis as provided for herein.

### ENDORSEMENT 2

[REDACTED]

### (a) NON - INCORPORATION OF CONTRACT CONDITIONS CLAUSE

We will indemnify you to the extent to which you have a liability at common law in the event that you have failed to incorporate the contract conditions as specified within the policy schedule into the contract with your customer provided that:

- a) you intended to trade under such contract conditions and took all reasonable steps to notify customers of their application and
- b) the failure to notify the customer of such contract conditions was due to an error or omission and it can be proved to our satisfaction that you had established business procedures for such notification to be given to all customers and that all employees or agents of yourselves had been instructed in writing to follow such procedures.

The onus of proving that the exact requirements of this Clause have been complied with shall rest upon You.

### (b) COMMERCIAL CONSIDERATIONS CLAUSE


Notwithstanding that this Policy indemnifies the Insured in respect of contractual liabilities as specified in the schedule it is agreed, subject to its terms conditions exclusions and warranties to indemnify You against All Risks of physical loss or damage arising from any fortuitous cause to clients goods in Your care and custody up to a maximum limit of £50,000 per occurrence subject to an excess of £250.00 of each and every claim whilst within the territorial limits of the British Isles

- a) in transit on any motor vehicle the property of or under Your control during the loading or unloading in connection with such transit

b) whilst temporarily housed in lockfast premises in the course of transit whether on or off vehicles for a period upto 30 consecutive days.

If at the time of an occurrence resulting in a claim under this clause, the value shall exceed the amount stated in the schedule this will only pay such proportion of the loss as the amount stated in the schedule bears to the total value of the goods at risk

#### **ANNUAL PREMIUM**

 The Premium stated above is a Minimum & Deposit Premium based upon the estimated charges specified and subject to adjustment in accordance with Policy Terms and Conditions

*(Please note that your annual insurance premium may include an amount or amounts for additional covers or services. Please read Your Schedule and other documentation carefully to ensure you know how much you are paying in total.)*

## The Contract of Insurance

This policy, the declaration made by You, The Schedule, and any Endorsement should be read together and form the contract of insurance between You, The Policyholder and Us, Aviva.

We, Aviva, hereby agree, in consideration of the payment to Us by or on behalf of You, The Policyholder, of the premium specified in The Schedule, to insure against loss, damage, liability or expense in the manner hereinafter provided.

The policy is not valid unless The Schedule is attached to the policy and has been countersigned by an authorised official of Aviva and bears Our stamp.

On behalf of Aviva Insurance Limited



Igal Mayer  
Chief Executive UK Insurance

### IMPORTANT

May we please ask You to examine the policy, the declaration made by You, The Schedule and any endorsement pages to make sure they give You protection according to Your present needs. Almost certainly these needs will change. If they do, please let Us know immediately – Your policy is designed for easy amendment or extension and an updated schedule or endorsement page will be issued each time there is an agreed alteration to the limits or cover.

This policy is a legal contract between You and Us. The information supplied by You when applying for this insurance and any additional information supplied subsequently shall form the basis of the legal contract between You and Us.

We agree to enter into the contract between You and Us on the basis that the information supplied by You ( or on Your behalf ) to Us is to the very best of Your knowledge, information and belief, correct and complete in every respect.

You must tell Us immediately about any facts or changes which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

If You are not sure whether certain facts are relevant please ask Your insurance adviser. If You do not tell Us about relevant changes Your policy may not be valid or the policy may not cover You fully.

You should keep a written record, (including copies of letters), of any information You give Us or Your insurance adviser when You renew this policy.



### Aviva insurance Limited

PO Box 6, Surrey Street Norwich NR1 3NS

Registered in Scotland No 2116. Registered Office: Pitheavlis, Perth, Scotland, PH2 0NH

Authorised and regulated by the Financial Services Authority.

## Your freight policy

### Step 3 Refer Your complaint to the Financial Ombudsman Service

If after making a complaint to Us You are still unhappy and You feel the matter has not been resolved to Your satisfaction please contact the FOS at:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

### Law Applicable

In the absence of any written agreement to the contrary this contract and any Arbitration shall be subject to and governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English courts.

### Data Protection Act – Information Uses

For the purposes of the Data Protection Act 1998, the Data Controller in relation to any personal data You supply is Aviva Insurance Limited.

### Insurance Administration

Information You supply may be Used for the purposes of insurance administration by the insurer, its associated companies and agents, by reinsurers and Your intermediary. It may be disclosed to the regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. In assessing any claims made, the insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy or repossessions). Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators). In the case of personal data, with limited exceptions, and on payment of the appropriate fee, You have the right to access and if necessary rectify information held about You.

### Credit searches and Accounting

In assessing Your application, the insurer may search files made available to it by credit reference agencies who may keep a record of that search. The insurer may also pass to credit reference agencies information it holds about You and Your payments record. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors or to prevent fraud. The insurer may ask credit reference agencies to provide a credit scoring computation. Credit scoring Uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are Used by the insurer, acceptance or rejection of Your application will not depend only on the results of the credit scoring process.

### Sensitive Data

In order to assess the terms of the insurance contract or administer claims which arise, the insurer may need to collect data which the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application You will signify Your consent to such information being processed by the insurer or its agents.

### Marketing

Aviva Group and its agents may Use Your information to keep You informed by post, telephone, e-mail or other means about products and services which may be of interest to You. Your information may also be disclosed and used for these purposes after Your policy has lapsed. If You do not wish Your information to be used for these purposes please write to Aviva, FREEPOST, Mailing Exclusion Team, PO Box 6412, Derby, DE1 1SB.

## Your freight policy

### Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy except for headings and titles.

#### **The Schedule**

The document which specifies details of The Policyholder, business description, liabilities insured and any excesses, endorsements and conditions applying to the policy.

#### **We/Us/Our/Aviva**

Aviva Insurance Limited

#### **You/Your/The Policyholder**

The person(s), companies, partnerships or unincorporated associations named in The Schedule as The Policyholder.

#### **Goods**

Goods and/or Merchandise not Your property but for which You are responsible in accordance with the Conditions of Contract, Carriage or Trading under which You operate as specified in The Schedule.

#### **Vehicle**

Vehicles and/or trailers owned or operated by You.

#### **Container**

Any container, tanktainer, demountable body, flat or similar unit (including ancillary equipment whilst attaching to such unit), not Your property.

#### **Occurrence**

Any one event or occurrence or all occurrences of a series consequent on or directly attributable to one source or original cause.

#### **Period of Insurance**

From the effective date until the expiry date (both shown in The Schedule) or any subsequent period for which We accept payment for renewal of the policy.

#### **Unattended**

Where neither You nor Your driver or employee (including agency drivers and independent contractors under Your direction and control) are in the Vehicle and/or in a position to keep the Vehicle and/or Goods under surveillance and at the same time have a reasonable prospect of preventing any unauthorised interference with the Vehicle and/or Goods.

## Your freight policy

### **Geographical Limits**

#### **Zone 1**

England, Scotland, Northern Ireland, Republic of Ireland, Wales, all offshore islands, (including the Channel Islands), only.

#### **Zone 2**

Zone 1 (as defined above), Austria, Andorra, Belgium, Denmark, France, Germany, Gibraltar, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland only.

#### **Zone 3**

Zone 2 (as defined above), Bulgaria, Cyprus, Czech Republic, Estonia, Finland, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Malta, Poland, Romania, San Marino, Slovakia, Turkey (not east of the Bosphorus) only.

#### **Zone 4**

Zone 3 (as defined above), Albania, Bosnia and Herzegovina, Croatia, Macedonia, Russian enclave, Serbia and Montenegro, Slovakia, Slovenia, Yugoslavia only.

#### **Zone 5**

Zone 4 (as defined above), Belarus, Moldova, Russia ( not east or south of Moscow), Turkey (south and east of the Bosphorus), Ukraine only.

#### **Zone 6**

Worldwide (Freight Forwarders only).

## Your freight policy

### Policy Procedure

#### 1. Policy and Schedule

This policy sets out the extent of Your insurance coverage in detail. It should be read in conjunction with The Schedule and any endorsements. Any word or expression to which a specific meaning has been attached in any part of this policy or of the Schedule shall bear the same meaning wherever it may appear. In the event of any ambiguity between the policy and The Schedule, The Schedule takes precedence.

#### 2. Declarations

Where the premium is calculated on Your estimate of actual turnover or revenue and charges as specified in The Schedule, a full record of such charges will be maintained by You and such record must be made available to Us at any time.

Within ninety days of the expiry of each Period of Insurance, You shall submit to Us a declaration of the actual turnover or revenue and charges for the Period of Insurance and the premium will be adjusted accordingly.

In the event of declared figures not being received by Us within six months of the date of expiry of the policy period We reserve the right to charge an additional premium of a minimum of the difference between the original deposit premium and original 100% estimated premium.

#### 3. Cancellation

We (or any agent We appoint and who acts with Our specific authority) may cancel this policy by sending thirty days notice to Your last known address. You will be entitled to a refund of premium paid, subject to a deduction for the time for which You have been covered.

If You do not pay the premium (or any part of the premium under the payment option You have chosen) by the due date, We may cancel this policy with effect from the end of the last period for which a payment has been made.

## Our freight policy

### 3. Non Disclosure, Misrepresentation or Misdescription

This policy is voidable if there has been any misrepresentation, misdescription or failure to disclose any material fact to Us by You or anyone acting for You.

### 4. Subrogation

You shall at Our request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated upon its paying for or making good any loss or damage under this policy whether such acts shall be or become necessary or required before or after their indemnification by Us.

### 5. Freight Operator Liability ISM Endorsement

Applicable to shipments on board Ro-Ro passenger ferries.  
Applicable with effect from 1 July 1998 to shipments on board:

- 1) passenger vessels transporting more than 12 passengers;  
and
- 2) oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 grt or more.

Applicable with effect from 1 July 2002 to shipments on board all other cargo ships and mobile offshore drilling units of 500 grt or more.

In no case shall this insurance cover Your legal liability for loss of or damage to Goods carried by a vessel that is not ISM Code certified or whose owners or operators do not hold ISM Code Document of Compliance when, at the time of loading of the Goods on board the vessel, You were aware, or in the ordinary course of business should have been aware:

- a) that such vessel was not certified in accordance with the ISM Code; or
- b) that a current Document of Group of Compliance was not held by her owners or operators;

as required under the SOLAS Convention 1974 as amended.

The ISM Code means the International Safety Management Code incorporated into the International Convention for the Safety of Life at Sea 1974 (SOLAS).

### 6. Contracts (Rights of Third Parties) Act 1999 Exclusion Clause

The Provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this insurance or to any certificate(s) of insurance issued hereunder. Neither this insurance nor any certificates issued hereunder confer any benefits on any third parties. No third party may enforce any term of this insurance or of any certificate issued hereunder. This clause shall not affect Your rights (as assignee or otherwise) or the rights of any loss payee.

### 7. Subjectivity Condition

The policy, the application form, statement of fact and/or declaration made by You, and any clauses endorsed on the policy and the policy schedule should be read together and form the contract of insurance between You, the policyholder, and Us Aviva.

## Your freight policy

### Special Condition

#### Theft Attractive Goods

Notwithstanding the limits of indemnity specified in The Schedule, the maximum liability accepted by Us arising from any claim occurring as a result of theft or attempted theft in respect of the following Goods when carried by You is limited to a maximum amount of £50,000 per Occurrence, or any lesser amount specified in The Schedule unless otherwise agreed by Us in writing.

Wines and/or spirits including but not limited to champagne;  
Cigars, cigarettes and tobacco excluding raw leaf tobacco;  
Non-ferrous metals in raw scrap bar or ingot or similar form;  
Furs and ready made garments;  
Mobile phones and / or similar and /or associated goods;  
Precious stones or precious metals or articles made of or containing precious stones or metals;  
Audio/visual equipment;  
Computer equipment, software and accessories;  
Photographic equipment and accessories.

This limitation shall not attach when such Goods are carried by You:

- a) unwittingly in sealed containers; or
- b) unwittingly as part of a groupage load.

The onus of proving that the exact requirements of this condition have been complied with shall rest with You.

## our freight policy

- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
  - e) any chemical, biological, bio-chemical, or electromagnetic weapon.
- 11) Loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 12) Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event:
- a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, riot, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
  - b) Terrorism  
Terrorism is defined as any act or acts including but not limited to
    - i) the use or threat of force and/or violence and/or
    - ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological meanscaused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes
  - c) any action taken in controlling, preventing, suppressing or in any way relating to a) or b) above.

### **Note**

In any action, suit or other proceedings where We allege that by reason of the provisions of this exclusion any liability, loss, destruction or damage is not covered by this policy the burden of proving such liability, loss, destruction or damage is covered shall be upon You.

## Your freight policy

### 5. Carriage by sub-contractors

Subject to the limits of indemnity specified in The Schedule, We will indemnify You where Goods are in the possession, custody or control of Your sub-contractors or successive sub-contractors.

Nevertheless:

- (i) any claims arising shall only be admissible to the extent to which they are not recoverable from the sub-contractor and/or successive sub-contractors;
- (ii) the benefit of this policy shall in no circumstances whatsoever pass to any sub-contractor and/or successive sub-contractor or their insurers;
- (iii) the benefit of this policy shall only attach after the sub-contractor(s) and / or successive sub-contractor(s) insurance has been exhausted.

It is a condition precedent to liability that You obtain written evidence to ensure that any sub-contractors employed by You shall maintain insurance on the same basis as provided for herein.

The onus of proving that the exact requirements of this clause have been complied with shall rest with You.

### 6. Substitution of Vehicles

Where Vehicles are individually specified in The Schedule, We will indemnify You subject to the limit of indemnity, conditions, special conditions, special clauses and exceptions applicable to the original Vehicle in respect of Goods in or on any other Vehicle:

- a) temporarily substituted for the specified Vehicle whilst the specified Vehicle is out of use for maintenance, repair, or official vehicle testing;  
or
- b) permanently substituted for the specified Vehicle provided that We are advised in writing within twenty one days of the substitution.

### 7. Unwitting CMR

The indemnity granted under this policy extends to include Your legal liability for loss damage or delay to Goods under CMR unwittingly incurred by You within Zone 1, subject to a limit of indemnity any one Occurrence of £250,000.

### 8. Trailer curtains

Loss or damage to trailer curtains accompanied by loss or damage to the Goods.

Limit of indemnity £200 any one Occurrence and £500 in any one Period of Insurance.

Nil excess.

In respect of trailer curtains which are physically lost or destroyed We will settle claims on values as new where it can be established by You that the lost or destroyed trailer curtains are not more than one year old at the time of loss or destruction.

## Your freight policy

### Errors and Omissions Committed by You

The policy extends to indemnify You under Your Conditions of Contract, Carriage or Trading as specified in The Schedule against any claim or claims which may be made against You during the Period of Insurance for breach of duty by reason of any negligent act, error or omission arising out of incorrect instructions, faulty arrangements or clerical errors committed by principals and/or directors and/or clerical and/or office staff or their predecessors in the conduct of any business conducted by You or on Your behalf or by Your predecessors in business.

Provided that the amount payable by this extension shall not exceed the limit of indemnity specified below in respect of any Occurrence arising out of any one event and in full in any one Period of Insurance.

Notwithstanding the foregoing, We will not indemnify You in respect of any claims brought against You:

- a) brought about or contributed to by default fraudulent criminal or malicious act or omission by You or Your predecessors in business or any person at any time employed by You or Your predecessors in business;
- b) for any liability as principal for the charter of the whole or part of any vessel or aircraft;
- c) resulting from Your insolvency / bankruptcy and/or cessation of trading;
- d) resulting from Your inability to pay or collect amounts (other than accounts which You may be required to pay or collect on behalf of Your principals);
- e) resulting from Your failure to comply with instructions to affect insurance;
- f) made by H.M Government or E.U. Government for payment of duty or V.A.T.;
- g) for any consequential financial loss other than for contractual liability incurred in accordance with the Conditions of Contract, Carriage or Trading specified in The Schedule.

Limit of indemnity £250,000.

## Your freight policy

### Contact details in the event of a claim:

PCL Claims Ltd	Tele	-	01474 327942
Cox House	Fax	-	01474 532596
47 The Terrace	E-mail	-	<a href="mailto:info@pclclaims.co.uk">info@pclclaims.co.uk</a>
Gravesend	Web	-	<a href="http://www.pclclaims.co.uk">www.pclclaims.co.uk</a>
Kent			
DA12 2DL			

### Out of Hours / Emergency Help line:

Cunningham Lindsey Marine Ltd 23/25 Greenwich Church Street Greenwich London SE10 9BJ	Tele - 020 8437 5111
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Collyer Adjusters Ltd 177 Moorside Road Urmston Manchester M41 5SJ	Tele - 0161 746 7249
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Clark Woodward Hungate & Co 6 Haig Court Haig Road Knutsford Cheshire WA16 8XZ	Tele - 01565 755195
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Please state that You are insured with Aviva "Your Freight Policy" and provide Your policy number.