

- 1 Insured
ACP Freight Services Limited
373 – 375 Old Commercial Road, Portsmouth, PO1 4QG
- 2 Policy Number
FHL021930226
- 3 Period
00:00 on 14 February 2019 to 24:00 on 13 February 2020,
local time at the Insured's address as above
- 4 Schedule Number
01
- 5 Effective From
00:00 on 14 February 2019,
local time at the Insured's address as above
- 6 Broker
Towergate Insurance Brokers
3rd Floor, Halford House, Coval Lane, Chelmsford, Essex CM1 1TD
Tel: 01245 213350
- 7 Issued by and Enquiries to
NMU (Specialty) Ltd
5th Floor, The Exchange, New York Street, Manchester, M1 4HN
Tel: 0161 236 3380

In consideration of payment of the premium specified, **WE** agree to indemnify **YOU** against loss, damage, liability or expense incurred in connection with **YOUR OPERATIONS**, in the manner and to the extent provided for herein.

Signed this 7th day of February 2019

David Perfect.

for NMU (Specialty) Ltd
on behalf of Munich Re Syndicate Ltd (457 at Lloyd's),
pursuant to Binding Authority Agreement number B1097ABI 19 1003
(all enquiries to be addressed to NMU (Specialty) Ltd)

Arrangement of Sections

A	Coverage.....	2
B	Premium	3
C	Policy-Specific Terms and Conditions	4

NMU (Specialty) Ltd
Registered in England, No. 1262636
Registered Office: 5th Floor, The Exchange, New York Street, Manchester, M1 4HN
Authorised and regulated by the Financial Conduct Authority

1 Applicable Conditions

NMU Forwarders Liability Wording (Type F) (LIA/POL/BKF/1/1/17), as appended to the original and duplicate of this Policy. (Further copies are available on request.)

POLICY-SPECIFIC CLAUSES AND CONDITIONS APPEAR IN THIS SCHEDULE. SUCH CLAUSES ARE ADDITIONAL TO THE 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.

2 Insured Operations and Territorial Limits

<u>Insured OPERATIONS</u>	<u>Territorial Limits</u>
Freight Forwarding, including <ul style="list-style-type: none"> • Issuing CMR consignment notes 	Worldwide
Road Haulage (as contracting carrier)	WIDER EUROPE

3 Coverage and Limits

THE EXTENT OF COVERAGE IS GOVERNED BY THE POLICY WORDING, AND THIS SCHEDULE AND THE POLICY WORDING SHALL BE READ TOGETHER.

A Aggregate Limit

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 £1,000,000.

B Freight Forwarding Operations

BIFA 2017 Conditions and CMR Conditions

£350,000 any one loss but £250,000 any one loss and in the aggregate in respect of Errors and Omissions

C Road Haulage Operations

RHA 1998 & 2009 Conditions and uplifted RHA 2009 Conditions (as per Inner Limits below)

£350,000 any one loss

D Policy-Specific Cover

Commercial Consideration

£50,000 any one claim, increasing to £100,000 in the aggregate, per annum

Theft Attractive Goods

£125,000 any one loss, increasing to £250,000 any one loss, if carried unwittingly

Consequential Loss

£250,000 any one loss/in the aggregate per annum

4 Inner Limits

A Specified Contracts

Brookfield Drinks Ltd - RHA 2009 uplifted to £2,600 per tonne

£350,000 any one loss

1 Premium

Subject to a non-refundable in full non-adjustable premium payable at inception

BUT, **WE** reserve the right to charge an additional deposit premium should material changes to estimated charges, storage exposures, or limits be declared and agreed.

A Insurance Premium Tax

Exempt from Insurance Premium Tax under the de minimis rules.

2 Premium Basis

Haulage Charges	£12,000,000
Cabotage Charges	£400,000
Brookfield Drinks Ltd Charges	£100,000

3 Claims Management

Collyers TMA Ltd

5 Maidenbower Business Park, Balcombe Road, Crawley, West Sussex, RH10 7NN

Tel: 0844 801 7100 Fax: 0844 801 7200

4 Specified Excesses

A £500 excess applies in respect of each and every claim;

WHERE A CLAIM IS SUBJECT TO MORE THAN ONE **EXCESS** UNDER DIFFERENT SECTIONS OF THIS INSURANCE, THEN THE HIGHER EXCESS WILL APPLY.

5 Special Contracts

DSV

Europa Worldwide Logistics

J F Hillebrand

P & O Ferrymasters

6 Theft-Attractive Goods

Liability for loss of or damage to theft-attractive goods, such as:

- a) audio, visual, and audio-visual equipment or accessories, including all such portable or hand-held devices;
photographic equipment and cameras of every description, lenses;
computer and peripheral equipment of every description;
laptop and handheld computers, including PDAs and multi-purpose devices;
satellite navigation and speed camera detection or warning equipment;
game consoles and portable electronic games;
mobile or satellite telephones;
AND any components, parts, accessories, or associated software;
- b) clothing, apparel or footwear;
- c) jewellery, watches or perfumes;
- d) precious stones or metals;
- e) non-ferrous metals in raw, scrap or ingot form;
- f) prescription pharmaceutical products;
- g) processed tobacco or tobacco products;
- h) spirits or fortified wines;

is covered only to the Theft Attractive Goods limit specified in the Schedule, unless carried without **YOUR** knowledge either in sealed containers or as part of a groupage load.

7 Profit Commission

In respect of each Period of insurance of not less than 12 months duration, Underwriters shall allow the Assured a Commission of 10% of the Profit accruing, as defined hereunder:

Income: 90% of the net premiums paid hereon, after deduction of all return premiums.

Expenditure:

1. Claims payments including fees and expenses, less refunds, net salvage proceeds and other recoveries; plus
2. Underwriters' estimated liability in respect of outstanding claims; plus
3. Loss, if any, from the Profit Commission calculation for the preceding period.

Profit: The excess of Income over Expenditure, if any.

Loss: The excess of Expenditure over Income, if any.

Any Loss shall be carried forward, as above, into the succeeding Period or Periods, but not beyond the third annual Period from that in which any claim occurred.

In the event of claims being settled or recoveries effected after any Profit Commission has been paid for the Period in which such claims occurred, the Profit Commission shall be subject to adjustment.

The Profit Commission shall be calculated and payable 9 months after expiry of the Period to which it relates, subject to any adjustment having been calculated and the insurance having been renewed for a further Period of not less than 12 months duration.

8 RHA – Time limitation for written claims notification

In respect of **YOUR** customer, D S Smith Ltd, **WE** can agree to extend the time limitation for written notification of claims under RHA Conditions, to be submitted to **YOU**, from 14 days to 35 days.

Exclusions

9 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)

Extensions

10 Commercial Consideration

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**, upon **YOUR** request, against a wider liability than that applicable under **YOUR** trading conditions specified in the Schedule, which **YOU** wish to accept for commercial reasons as between **YOU** and **YOUR** customer (being the claimant),

provided always that

- a) **YOU** must not agree such wider liability with **YOUR** customer prior to our settlement agreement in relation to the subject claim; **and**
- b) such wider liability shall not exceed that prescribed under any applicable statute or convention; **and**
- c) trading conditions have been properly incorporated; **and**
- d) the claimant is a major customer of **YOURS** and the potential loss of said customer would have a serious effect on **YOUR** business.

11 Cabotage

This policy is extended to provide Cabotage cover for **YOUR** sub-contractors, i.e the operation of transport services within a Member State by a carrier established in another Member State, which have been laid down separately in Council Regulation 3118/93 of 25 October 1993. This regulation entitles companies holding a Community licence granted by a Member State to provide freight transport services in another Member State – albeit on condition that these services are be provided only temporarily.

12 Temperature-Controlled Property

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 loss of or damage to **PROPERTY** in transit from variation temperature, when being carried in temperature-controlled **VEHICLES**, trailers or containers and caused by external accidental means.