

HAULIERS LIABILITY INSURANCE POLICY

Whereas the Insured described in the Schedule attached hereto has by a proposal which shall be the basis of the contract and be considered as being incorporated herein applied to the Company (hereinafter called "The Underwriters") for the Insurance hereunder contained in respect of liability occurring during the period of Insurance and has paid or agreed to pay premium as consideration for such Insurance.

Subject to the terms, conditions, limitations and exclusions contained in the policy, the Underwriters agree to indemnify the Insured in respect of:

RISKS COVERED

A) GOODS IN TRANSIT

The Legal Liability of the Insured as a carrier or bailee for loss or damage to cargo directly caused by or resulting from FIRE, LIGHTNING, EXPLOSION, COLLISION, OVERTURNING, COLLAPSE OF BRIDGE INCLUDING WATER DAMAGE occurring during the policy period under:

- (i) Conditions of Carriage seen and approved by Underwriters(which is standard condition used by all Freight Forwarders)and/or
- (ii)National and/or International Convention and/or
- (iii)Common Law or Civil Law by virtue of statute

Provide always that the limit of Liability of the Underwriters shall not exceed the LIMITS OF LIABILITY set out in the Policy Schedule.

B) CONSEQUENTIAL LOSS

The legal Liability of the Insured for indirect or consequential loss following loss or destruction of or damage to the Goods in Transit excluding any liability arising from :

- (i) late delivery in respect of any transit for which a delivery time or date is contractually agreed by the Insured unless the prior consent of the Underwriters has been obtained and unless any required additional premium has been paid.
- (ii) loss of or damage to any goods owned by the Insured.
- (iii) death of or bodily injury to any person or living creature
- (iv) loss of or damage to any property belonging to any third party other than the Goods in transit.

PROVIDED ALWAYS that the limit of liability of the Underwriters in respect of such indirect or consequential loss shall not exceed.

- (1) in respect of loss arising from delay a sum not exceeding the carriage charges in respect of the item or items so delayed.

- (2) in any case in the aggregate during any one annual Period of Insurance the sum of –USD or equivalent currency.

C. **COSTS AND EXPENSES**

All additional costs and expenses following upon and relating to any claim payable hereunder for goods in transit and/or incurred to avoid any claim which would otherwise have been recoverable hereunder:-

- a) (i) Incurred with the consent of the Underwriters
(ii) Recoverable by any claimant from the Insured.
- b) Necessarily and reasonably incurred by the Insured
(i) For the safety and delivery of the goods in transit
(ii) In the removal and disposal of destroyed or damaged goods.

D. **SHEETS AND ROPES ETC**

All Risks of physical loss and/or damage to sheets ropes, packing materials and similar equipment (BUT EXCLUDING CONTAINERS) OR property of the Insured and whilst in transit by the Insured's own

Subject to a limit of US\$.1,000.00 or equivalent currency any one vehicle subject to a deductible of US\$ 25 or equivalent currency any one claim.

E. **DRIVERS PERSONAL EFFECTS**

Loss of or destruction of or damage to drivers personal effects whilst in any vehicle operated by the Insured and subject to the Underwriters' liability not exceeding US\$.1,000/- or equivalent currency any one loss and US\$.250 or equivalent currency any one article.

Underwriters shall not be liable for : -

- a) The first US\$.25/- or equivalent currency each and every claim,
b) cash, bank notes, cheques, credit cards, stamps, securities, jewellery, watches, furs and cameras, radios, television sets, cassette players, video recorders and similar items.
c) loss, destruction or damage caused by or arising from moth, vermin, wear, tear, gradual deterioration or breakage of brittle articles.
d) losses by theft unless the vehicle is left securely locked.

F. **ADDITIONAL COVER**

Any request for increase or amendment to the cover provided herein must be referred to underwriters for prior approval.

The Underwriters reserve the right to charge additional premium and/or impose additional conditions and/or exclusions as a consequence of agreeing any increase or amendment.

Nothing contained in sections (A) to (F) inclusive shall either individually or collectively increase the Limit of liability of the Underwriters as set out in the Policy Schedule,

DEFINITIONS

In this Insurance, the policy schedule, and in any endorsement or attachment the following words shall have the following meanings described to them.

1. **"GOODS"**
As specified in the policy schedule
2. **"IN TRANSIT"**
goods are in transit during the period from the time that the goods are entrusted to or come into the hands of or under the control of the Insured or the servants or agents or sub-contractors of the Insured within the territorial limits specified in the Schedule hereto until they cease to be entrusted to and leave the hands and the control of the Insured or the servants or agents or sub-contractors of the Insured, including by way of example only and not by way of limitation carriage whether direct or indirectly be deviated route by land, sea or air (including road, rail and inland waterways) storage, stowing, packing, unpacking, loading, unloading and all transshipments.
3. **"ONE LOSS"**
means all loss, destruction, damage, costs and expenses arising out of one happening or event.

POLICY CONDITIONS

- (1) **Non-Contribution**
This insurance shall not inure to the benefit of any other Insurer or Insurers and shall not apply where the loss is covered under any other Insurances except in respect of any excess amounts not covered there under.
- (2) **Subrogation**
The Insured shall, at the request and at the expense of Underwriters, do and concur in doing and permit to be done all such acts and things as may be necessary or required by Underwriters for the purposes of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which underwriters shall be or would become entitled or subrogated upon paying any claim arising under this Insurance whether such acts and

things shall be or become necessary or required before or after indemnification of the Insured or such other Claimant by Underwriters unless otherwise agreed by Underwriters.

(3) **Premium Adjustment**

The premium payable hereunder shall be regulated by the total gross amount of haulage charges including sea ferry charges received or receivable during each Period of Insurance,

The Insured shall supply to the Underwriters within three months of the termination of each Period of Insurance a correct statement showing such actual total gross amount and should this differ from the estimated amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Insurers or subject always to any minimum premium stated in the Schedule hereto or by refund by the Underwriters as the case may be. The Underwriters may at their option require a certificate from the Accountant or Auditor of the Insured confirming such declaration of the total gross amount of haulage charges.

(4) **Cancellation**

The Insurance may be cancelled at any time by Underwriters giving thirty days notice in writing by pre-paid letter post properly addressed to the last known address of the Insured. Underwriters giving notice shall receive and retain pro-rata or earned premium whichever is the greater.

(5) **Roadworthiness of Vehicles**

All Vehicles conveying goods within the terms of this Insurance shall be maintained in an efficient and roadworthy condition and shall be subject to regular maintenance service.

(6) **Reasonable Safety Precautions**

The Insured shall at all times take reasonable precautions for the safety of the Goods.

(7) **Selection of Drivers**

The Insured shall at all times exercise reasonable care in the selection and employment of drivers and other employees who may have charge of the Goods.

(8) **Subcontractors**

Where the Goods in Transit are to be carried by or in the custody or control of any Sub-contractor employed by the Insured it is a condition of this Insurance that the Insured shall take all reasonable care to ensure that -

- (i) the Sub-contractors are insured to the extent of his liability and
- (ii) ascertain the honesty and reliability of such sub-contractor

unless otherwise agreed by the Underwriters.

The benefit of this Policy shall NOT pass to any Sub-Contractors nor to the Insurers of any Sub-contractors.

(9) **Claims Procedure**

- (a) In the event of a happening likely to give rise to a claim under this Insurance the Insured shall, as soon as possible, give notice to the Underwriters and/or the Loss Adjusters specified in the Schedule hereto, and shall furnish full particulars thereof. Every letter, notice, writ, summons, and process relating thereto shall be notified to and forwarded to Underwriters directly or via the Loss Adjusters immediately upon receipt. In respect of any such claims, no admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of Underwriters. Underwriters shall be entitled to take over and conduct in the name of the Insured for Underwriter's own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as underwriters may require.
- (b) Underwriters shall be relieved of all liability for claims not submitted in writing within one year of the date of loss or damage except at the discretion of the Underwriters.

POLICY EXCLUSIONS

The Underwriters shall not be liable to the Insured for :-

- (1) **WAR EXCLUSION**
loss destruction damage, delay or liability of the Insured directly or indirectly occasioned by happening through or the consequence of war invasion act of foreign enemies hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or usurped power, nationalisation or requisition or destruction of or damage to goods and any other property by or under the order of any government or public or local authority.
- (2) Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical And Electromagnetic Weapons Exclusion Clause
- (3) **WEAR AND TEAR ETC EXCLUSION**
Loss, destruction, damage, delay or liability of the Insured resulting from wear and tear or from inherent vice or nature of Goods.
- (4) **REFRIGERATION AND INSULATION EXCLUSION**
Loss, destruction, damage or liability of the Insured arising out of breakdown or malfunctioning of refrigeration or cooling machinery or from insufficiency of insulation unless caused by external accidental means.

- (5) **EXCLUDED GOODS**
Bloodstock, livestock, treasury notes, bullion, cash, bonds, deeds, stamps, securities, spirits, works of art, jewellery or other similar high valued or precious goods, arms and ammunition.
- Unless specifically agreed by Underwriters at terms and conditions to be arranged prior to such liability attaching to the Policy.
- (6) **SONIC BANGS**
Claims directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
- (7) **FALSE OR FRAUDULENT CLAIMS**
If the Insured shall make any claim knowing the same to be false or fraudulent, as regard the amount or otherwise, this Insurance shall become void and all claims hereunder be forfeited.
- (8) **DELIBERATE OR RECKLESS CONDUCT**
This Insurance does not cover liability, loss or damage incurred by the Insured arising from his having, by deliberate or reckless conduct, enhanced the likelihood of him incurring such liability, loss or damage beyond that which would have existed in the absence of such conduct.
- (9) **PUNITIVE DAMAGES**
Amount awarded against the Insured for Punitive or Exemplary damage.
- (10) **INSOLVENCY**
Any claim resulting from the insolvency or financial default of the Insured.
- (11) **CONTRABAND**
Loss or damage to cargo or liabilities arising from the carriage of cargo in which it is illegal to trade.
- (12) **JURISDICTION CLAUSE**
This policy is subject to English Law and Practice and applies to judgments delivered by or obtained from a court of competent jurisdiction within U.A.E. courts only.
- (13) **Political & Nuclear Risks Exclusion Clause**