



POLICY WORDING

CARRIERS LIABILITY

The Coverholder acts as an agent of Lloyd's Insurance Company S.A. in performing its duties under the Coverholder Appointment Agreement with the Unique Market Reference stated within this Certificate.

The Coverholder is

Pen Underwriting Ireland Limited
Ardcavan Business Park
Ardcavan
Co. Wexford
Y35FP8A

Telephone: +353 (0) 53 9167100
Email: Customersupport.ie@penunderwriting.com

This document is intended for use as evidence that the insurance, as described herein, has been effected and shall be subject to all terms and conditions as contained herein and as contained in the Binding Authority Agreement between Pen Underwriting Ireland Limited and Lloyd's Insurance Company S.A. (Lloyds Brussels) as arranged by Miller Insurances Services LLP.

You are requested to examine this document and return it in the event of any discrepancy and/or non acceptance of security.

Please remember to advise us of any change in circumstances.

The stamp duty due on this contract has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 113 of the Finance Act 1990

Consumer

A natural person, not acting in the course of business, a sole trader, partnership, trust club or charity (not being a body corporate), with an annual turnover in its previous financial year of €3 million or less.

Regulatory

- Pen Underwriting Ireland Limited is regulated by the Central Bank of Ireland.

Central Bank of Ireland, PO Box 559, Dame Street, Dublin 2 Tel: +353 (0)1 224 6000

- Lloyd's Insurance Company S.A is an insurance company subject to the supervision of the National Bank of Belgium

Information You Have Given Us

In deciding to accept this Policy and in setting the terms including premium We have relied on the information which You have provided to Us. You must answer all questions posed by Us honestly and with reasonable care and ensure the information is accurate and complete.

You must acknowledge and accept the following:

- You have a duty prior to entering into the Policy and/or prior to the renewal of this Policy to provide responses to questions asked by Us in relation to the risk(s) to be insured.
- a matter about which We ask a specific question is material to the risk undertaken by Us or the calculation of the premium by Us, or both.
- You have a duty to answer all questions asked by Us honestly and with reasonable care.
- while We acknowledge that You have no duty of voluntary disclosure, You shall ensure that information which is voluntarily provided by You is provided honestly and with reasonable care.

Misrepresentation

- Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by You involves a negligent misrepresentation, the remedy available to Us shall reflect what We would have done had We been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:
 - if We would not have entered into the Policy on any terms, We may avoid the Policy from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;
 - if We would have entered into the Policy, but on different terms (excluding terms relating to the premium), the Policy is to be treated as if it had been entered into on those different terms if We so require;
 - if We would have entered into the Policy, but would have charged a higher premium, We may reduce proportionately the amount paid on a claim;
- Where a claim is made under the Policy and where an answer by You involves a fraudulent misrepresentation or where any conduct by You involves fraud or any other kind, We shall be entitled to avoid the Policy.
- Where misrepresentation occurs but no claims outstanding under the policy, We may
 - give notice to You that in the event of a claim We will exercise the remedies in paragraphs (i) to (iii) above or
 - terminate the contract

Claims Procedure

This condition must be adhered to following any accident, injury, loss or damage, whether a claim is to be made or not.

All accidents involving possible injury, loss or damage must be reported to Pen Underwriting Ireland Limited, Ardavan Business Park, Ardavan, Wexford, Ireland, Y35FP8A within 48 hours of occurrence. Any writ summons or impending prosecution must be sent and/or notified to Pen Underwriting Ireland Limited. immediately and a claim form and all relevant documentation must be submitted within 7 days from the date of occurrence.

In the event of an incident occurring, you must notify us as soon as is practically possible and in accordance with the terms of your Policy. We will not refuse indemnity solely for non-compliance with a specified notification period if that non-compliance does not prejudice us.

Complaints Notice - Ireland

Any complaint should be addressed to:

Complaints Officer
Pen Underwriting Ireland Limited
Ardavan Business Park
Ardavan
Co. Wexford
Y35FP8A

Telephone: +353 (0)53 9167100
E-mail: customersupport.ie@penunderwriting.com

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. You will also be informed of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further. You will be provided with an update on the progress of the investigation of your complaint, in writing, within twenty business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 40 (forty) business days of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 40 (forty) business days of the complaint being made, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows:

Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Republic of Ireland

Tel: +353 1 6 567 7000
E-mail: info@fspoi.ie
Website: www.fspoi.ie

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution

(ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

LBS0027 01/01/2019

Service Of Suit And Jurisdiction Clause

It is agreed that this Insurance shall be governed exclusively by the law and practice of the Republic of Ireland, and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in the Republic of Ireland.

Lloyd's Insurance Company S.A. hereby agrees that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against them in connection with this Insurance shall be properly served if addressed to it and delivered to its care of Pen Underwriting Ireland Limited, Ardavan Business Park, Ardavan, Co. Wexford Y35FP8A who in this instance, has authority to accept service on its behalf.

Lloyd's Insurance Company S.A. by giving the above authority does not renounce its right to any special delays or periods of time to which it may be entitled for the service of any such summonses, notices or processes by reason of its residence or domicile in Belgium.

Wordings, Conditions, Clauses, Endorsements And Exclusions Applicable

MAR 91

To cover the Assured's liability as haulage contractors and/or forwarders, in accordance with the attached wording.

Conditions of Carriage: IRHA 1998 (€1,650 or equivalent, per tonne), and/or IRHA 2008 (€1,800 or equivalent, per tonne) and/or FTAI 2011 (€1,800 or equivalent per tonne) Conditions and/or CMR Conditions and/or UK RHA and/or British International Freight Association (BIFA) Std. Trading Conditions (2000) Edition and/or Warsaw Convention, in respect of air cargoes, as and when required.

Cabotage

In respect of transits which are solely within the borders of one country within Western Europe, you will be covered for your liability for loss or damage to customers goods under the contract conditions as stated in the policy schedule or if such contract conditions cannot be enforced to the extent that would have applied if CMR had been applicable. Insurers' liability shall not however, exceed the limits prescribed in Article 23 CMR.

Where amounts in the attached wording are shown as Euro/€ they shall be deemed to be qualified "or equivalent in any other currency".

Including War and Strikes etc. risks as per Institute War Clauses (Cargo) CL 255 1/1/82 and Institute Strikes Clauses (Cargo) CL256 1/1/82, as far as applicable.

Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical, Electromagnetic Weapons Exclusion Clause CL370 dated 10/11/03.

Institute Cyber Attack Exclusion Clause CL 380 dated 10/11/03. Sanctions Limitation and Exclusion Clause JC2010/014 11/08/10. Excluding wear, tear and gradual deterioration.

Excluding electrical and mechanical derangement and breakdown.

Excluding consequential loss except as elsewhere provided for herein in respect of Section 1 of the attached wording.

The Assured shall bear a deductible as per schedule each and every loss, Insurers only being liable for amounts in excess of the deductible.

Cancellation And Cooling-Off Period

(a) Your Right to Cancel during the Cooling-Off Period

You are entitled to cancel this Policy by notifying Us in writing within fourteen (14) working days of either:

- (i) the date You receive this Policy; or
- (ii) the start of your Period of Insurance;

whichever is the later

Brokers Cancellation Clause

It is hereby agreed between Underwriters and the Assured that in the event of the Assured or their Agents on whose instructions this Insurance may have been effected, failing to pay the Coverholder the premium or any instalment thereof, on the due date, such Insurance under this contract may be forthwith cancelled by the Coverholder giving to the Underwriters notice in writing, and the Underwriters will thereupon return to the Coverholder through whom this policy is effected, pro-rata premium from the date of notice or from such later date as cancellation may be required in the said notice.

It is understood and agreed that the cancellation provisions of any insurance bound hereunder shall not exceed 30 days.

Cargo War And Strikes Cancellation Clause

In respect of Marine, Air Cargo and Postal Insurance which cover the risks of War, Strikes Riots and Civil Commotions, the following provisions shall apply to the Agreement and to any Open Cover granted by the Coverholder:

War risks may be cancelled at seven days' notice

Strikes, Riots and Civil Commotions risks may be cancelled at seven days' notice or forty eight hours' notice in respect of shipments and or sendings to or from the U.S.A

Notice shall commence from midnight of the day when it is issued but cancellation shall not apply to any risks which have attached in accordance with cover granted hereunder before this cancellation becomes effective

(Re)Insurers Several Liability Clause

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

09/02/09
LMA5123

Wording

1. Cover

This Policy indemnifies the Insured in respect of: -

Section 1

- (a) Liability incurred as a carrier and/or bailee whether by statute or common law or under the Conditions of Carriage as agreed and stated in the Schedule for loss of or destruction of or damage to goods and/or merchandise (not the property of the Insured or, leased or hired to them, but for which nonetheless the Insured is responsible) whilst in transit by the Insured's and/or sub-contractor's vehicles (including all such vehicles in their care, custody or control) from and to any address within the area of operation as stated in the Schedule including any loading or unloading and packing and unpacking; and whilst in the normal course of transit including goods and/or merchandise when temporarily housed on or off the vehicles.
- (b) The Insured's liabilities for loss of or for destruction or damage to containers (not the property of the Insured or, leased or hired to them, but for which nonetheless the Insured is responsible) but only in respect of loss

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or damage directly caused by fire, lightning, explosion or by theft or accident to the carrying vehicle but excluding any accident unless such containers are:

- (i) conveyed on vehicles properly constructed or adapted for the conveyance of containers and
 - (ii) securely and adequately fastened to the vehicles and
 - (iii) lifted from and/or placed on vehicles by adequate and recognised means.
 - (iv) Not valued greater than €63,500
- (c) The Insured's liability for consequential loss, indirect and/or like losses following loss of and/or damage to goods in transit or at rest in the Insured's care, custody and control for hire or reward including accidental mis- delivery and accidental delay in delivery of such goods provided liability for such loss has been established and agreed under this policy, that the Insured has contracted in terms that exclude liability for such financial loss. Any liability under this section shall not exceed the contractual liability under the applicable trading conditions. Subject to a limit of liability of €10,000 any one occurrence, subject to an excess of €400.00 each and every claim and subject to Exclusion 2 herein.
- (d) The Insured's liability for up to €10,000 any one occurrence in respect of liability costs reasonably incurred in removal and disposal of destroyed or damaged goods and for re-coopering, re-bagging and/or other costs and expenses necessarily incurred by the Insured to avert or minimise any loss which would otherwise be collectable under this Policy.
- (e) The Insured's liability incurred for delay under a CMR contract but only as far as Article 23(5) of the Carriage of Goods by Road Act 1965 applies.

Section 2

All risks of physical loss of or destruction of or damage to sheets, ropes, packing materials, dunnage, securing chains and toggles, but Insurers shall not be liable for loss destruction or damage due to wear, tear or gradual deterioration. Subject to a maximum additional sum insured of €1,000 per vehicle and subject to an excess of €50.00 each and every claim.

Loss of destruction of or damage to employee's personal effects whilst in any vehicles operated by the Insured, but Insurers shall not be liable for:-

- (i) more than €400.00 any one loss, or €100.00 any one article.
- (ii) the first €50.00 each and every claim.
- (iii) cash, bank notes, traveller's cheques, credit cards, stamps, securities, audio, audio visual equipment, jewellery, watches, furs and cameras.

- (iv) loss, destruction or damage caused by or arising from moth, vermin, wear, tear, gradual deterioration, or breakage of brittle articles.
- (v) loss by theft - unless the vehicle is left securely locked and the alarm, if fitted activated.

Section 3

Trailers, Containers and other equipment

All Risks of physical loss and/or damage to trailers and/or containers and/or other equipment the property of the Insured or held by them in trust or leased to them or loaned to them, and/or for which they are responsible. Including general average payments where applicable.

Insurers shall not be liable in respect of:-

- (a) Wear, Tear, Gradual Deterioration, denting and claims for the cost of re-painting;
- (b) Damage to tyres;
- (c) Mechanical or Electrical breakdown or derangement

Unless caused by accident to the conveying vehicle and/or conveyance.

This Section extends to cover all property as defined above whilst in the care, custody and control of sub- Contractors provided that such sub-Contractors are held fully responsible for any loss, destruction or damage.

1. Goods Type

Excluded Goods

The following goods are excluded under this policy:

Mobile telephones, hand held electronic computer equipment, Used household and personal effects, documents, money, securities for money, negotiable instruments, bullion, postage stamps, credit cards, debit cards, charge cards and similar property.

Target Goods

Target Goods are defined as follows:-

Livestock, bottled spirits, watches, processed tobacco/ tobacco products, jewellery, audio / visual / audio-visual equipment or accessories, bottled perfumery, photographic equipment and accessories, precious stones, non ferrous metals in sheet, bar or ingot form, precious metals, articles containing or made of precious metals, computers, computer components and ancillary equipment.

The carriage of Target Goods, where the volume or weight exceeds 25% of the total load, must be referred to Underwriters prior to cover being granted. Coverage, where granted, must be noted on the current Policy Schedule. Notwithstanding the foregoing the Insured shall not be prejudiced in the event that they, or their employees, are unaware that Target Goods are being carried.

2. General Conditions

It is a condition precedent to the Insurers liability under this Policy that:

Satisfactory references are obtained from reliable sources, checked and records kept in respect of all new employees engaged by the Insured after inception date of this Policy

The Insured shall take all reasonable steps to ascertain the reputation for reliability and honesty of agents and sub-contractors and/or successive carriers employed by the Insured and that they hold and maintain an adequate current insurance policy providing cover not less extensive than the cover provided by this Policy or are financially able to meet liability for the loss or destruction of or damage to goods and/or merchandise in transit.

The Insured shall take all reasonable precautions for the protection and safeguarding of the goods and/or merchandise and use such protective appliances as may be specified in the Policy and all vehicles, and protective devices shall be maintained in good order. Such devices shall be used at all times and shall not be varied or withdrawn without written consent by the Insurer.

3. Non Inure

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 insurance or insurance's except in respect of any excess amount or amounts not covered there under.

4. Claims Procedure

In the event of a happening likely to give rise to claim under this insurance the Insured shall, immediately notify Pen Underwriting Ireland Limited., and shall forward a fully completed claim form within 7 working days. Every letter, notice, writ, summons and process relating thereto shall be notified to and forwarded to Insurers via the said Brokers and/or 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 Insurers.

Insurers shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any such claim or to prosecute in the name of the Insured for Insurers' own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceeding or in the settlement of any claim and the Insured shall give all such information and assistance as Insurers may require.

5. Subrogation

We have to be subrogated to Your rights against some other person but You have not exercised those rights and might reasonably be expected not to exercise those rights because:

- I. You and the other person are members of the same family or cohabitants, or
- II. You expressly or impliedly consented to the use, by the other person, of a motor vehicle insured under Your Policy.
 - a) Where the other person is not insured in respect of their liability to You, We do not have the right to be subrogated to Your rights against that other person.
 - b) Where the other person is so insured, We may not recover from the other person an amount greater than the amount that they may recover under their insurance policy.
 - c) This does not apply where the conduct of the other person that gave rise to the loss was serious or wilful misconduct.
 - d) If You are an employer, we will not exercise Our right of subrogation against an employee except where a loss was caused by an employee intentionally or recklessly and with knowledge that the loss would probably result.

6. Fraud

Lloyd's Underwriters are committed to identifying and acting on all types of fraud. We will not pay a claim which is in any part fraudulent or false or exaggerated, or if you, or anyone acting for you, makes a claim in a fraudulent or false way, or where we have been given any documents which are false or stolen. In such circumstances, we will cancel your policy and we will not return any premium.

The Insured must take all reasonable precautions concerning safety and use of the Insured Interests.

LBS00081 Service of Suit and Jurisdiction Clause
LBS0007 Language Clause

LBS0027B Complaints Notice – Ireland LBS0045D
Complaints Notice – UK

LBS0046B Data Protection Short Form Information
Notice

LBS0047A Data Protection Consent Form Wordings
- Proposal Stage LBS0048A Data Protection Consent
Form Wordings - Claims Stage LBS0060 Coverholder
Appointment Agreement Interpretation Clause.

Notice for Use on Documentation Issued Under
Full Binding Authorities held by Irish Coverholders
LPO147F 01/01/12

7. Cancellation

This insurance may be cancelled at any time by Insurers giving thirty days' notice but seven days in respect of risks covered under Institute War Clauses including strikes, riots, and civil commotions.

Insurers giving notice shall receive and retain pro-rata or earned premium which ever is the greater for the time on risk.

Cancellation and Cooling-Off Period

- (a) Your Right to Cancel during the Cooling-Off Period

You are entitled to cancel this Policy by notifying Us in writing within fourteen (14) working days of either:

- (i) the date You receive this Policy; or
- (ii) the start of your Period of Insurance;

whichever is the later

8. Not To Waive Subrogation Or Recourse

The benefit of this insurance shall not inure (either directly or indirectly) by contract or by operation of law to any sub-contractor (whether in direct contractual relationship with the insured or not) or any servants or agents of such sub-contractor.

9. Trading Conditions

It is hereby understood and agreed that the Insured will not waive the Trading Conditions stated in the Schedule and that the Insured shall take all reasonable steps to ensure that the said conditions are incorporated within contracts entered into.

10. Deductible

The Insurers shall not be liable for any claim or loss unless the amount of such claim or loss exceeds the amount stated either in the Schedule or otherwise endorsed or expressed herein as the Deductible which stated amount shall be deducted from each claim or loss and borne by the Insured at their own risk and the Insurers shall only be liable for the loss in excess of such stated amount.

11. Precautions And Security Requirements

If any vehicle(s) owned or in the care, custody and control of the Insured is left unattended and loaded, other than at collection or delivery or for the drivers necessary breaks e.g. meals, refreshments and the like, then such vehicle(s) must either be parked in fully enclosed premises or within a permanently manned security compound or yard.

The insured shall take all ordinary and reasonable precautions for the safety of the Goods and shall maintain all security devices in full and working order, if fitted.

It is warranted that all keys are removed and all doors (and baggage compartments, if applicable) are locked and all windows securely closed when the vehicle(s) is/ are left unattended at any time.

It is further warranted that alarm system and/or immobiliser if fitted to the vehicle and/or trailer is

in full efficient working order and set whenever the vehicle and/or trailer is left loaded or unattended.

12. Due Diligence

It is a condition of this policy that the Insured their Servants, Agents and Sub-Contractors shall at all times exercise due care and diligence and shall take all measures and precautions as may reasonably be expected to avert or minimise any loss or damage.

The policy shall become void if any Loss / Damage is occasioned by the Insured, their Servants, Agents or Sub-Contractors reckless conduct or wilful act or omission.

It is also a condition of this policy that the Insured, their Servants, Agents and Sub-Contractors shall act with all reasonable despatch in all circumstances within their control to ensure that all rights against carrier's bailees or other third parties are properly reserved maintained and exercised.

13. Italy Cover

Notwithstanding any excess stated in the contract of insurance, Insurers shall not be liable for the first €2,000 (Two thousand euros) of any claim for loss or damage caused by theft or attempted theft from a vehicle or trailer whilst in Italy.

14. Lien Clause

This policy will not pay claims for liability caused or arising from the exercise of a lien, whether contractual or otherwise.

Exclusions

1. War

Section 1 of this insurance does not cover claims in respect of liability, partial or total loss, destruction, damage or costs and expenses directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to any property or goods by or under the order of any government or public or local authority.

2. Consequential Loss

Section 1 C of this insurance does not cover:

- (i) any liability resulting from late delivery for any reason where the delivery line and/or date is contractually or otherwise agreed in writing by the insured unless prior agreement is obtained by Insurers and an additional premium paid if applicable.
- (ii) any loss of or damage to any property owned by or in the care, custody and control of the insured other than for hire or reward.

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- (iii) death of or any bodily injury to any person or living creature.
- (iv) any condition of carriage or trading other than specified herein and/or advised to Insurers.
- (v) loss of or damage to any property belonging to any third party other than the Goods In Transit.

3. Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical And Electromagnetic Weapons Exclusion Clause

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 1.4 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
 - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

CL 370 10/11/2003

4. Institute Cyber Attack Exclusion Clause

1. Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system
2. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall

not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

CL 380 10/11/03

5. Dangerous Drugs Clause

It is understood and agreed that no claim under this Insurance will be paid in respect of drugs to which the various International Conventions relating to opium and other dangerous drugs apply unless;

- (i) the drugs shall be expressly declared as such in the consignment note and the name of the country from which and the name of the country to which they are consigned shall be specifically stated in the consignment note and
- (ii) the proof of loss is accompanied either by a licence, certificate, or authorisation issued by the Government of the country to which the drugs are consigned showing that the importation of that consignment into the country has been approved by that Government, by the Government of the country from which the drugs are consigned showing that the export of the consignment to the destination stated has been approved by that Government and
- (iii) the route by which the drugs were conveyed was usual and customary.

6. Sonic Bangs

This insurance does not cover loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

7. Communicable Disease Exclusion (Cargo)

1. Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

CARRIERS LIABILITY

- 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- 2.3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

JC2020-011
17 April 2020

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any item of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act, other than where the Consumer Insurance Contracts Act 2019 applies.

NMA2852 30/3/2000

Notice for use on Documentation Issued Under Full Binding Authorities Held by Irish Coverholders

The Insurance Cover to which this document relates was granted by the holder of a binding authority in Ireland from Lloyd's Underwriters for the class of business underwritten and has been issued in Ireland in accordance with Section 94 of the Insurance Act 1936.

The holder of this binding authority is:

Pen Underwriting Ireland Limited
Ardcavan Business Park
Ardcavan
Co. Wexford
Y35FP8A

Telephone: +353 (0) 53 916 7100

who, in conjunction with Lloyd's Ireland Representative Limited, has all the powers required of him under the Insurance Acts and Regulations. Lloyd's Underwriters' branch address in Ireland is:

Lloyd's Ireland Representative Limited
7/8 Wilton Terrace
Dublin 2
Ireland

Tel: +353 1 6 441 000
Email: LloydsIreland@lloyds.com

Without prejudice to the generality of the foregoing, the Underwriters hereon agree that:

- (i) If this contract is subject to Irish law, in the event of a dispute arising under the Policy, Underwriters at the request of the Insured will submit to the jurisdiction of any competent Court in Ireland; such dispute shall be

determined in accordance with the law and practice applicable in such Court;

- (ii) Any Summons, Notice or Process shall be served upon Lloyd's Ireland Representative Limited at the address stated above.

01/01/12
LPO147F

Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall 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 that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

11/08/10
JC2010/014

Duration

Transit Clause

5. 5.1. This insurance
- 5.1.1. attaches only as the subject-matter insured and as to any part as that part is loaded on an oversea vessel
- and
- 5.1.2. terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge,
- or
- on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge,
- whichever shall first occur; nevertheless,
- subject to prompt notice to the Underwriters and to an additional premium, such insurance
- 5.1.3. reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the vessel sails therefrom,
- and
- 5.1.4. terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge,
- or
- on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge,
- whichever shall first occur.
- 5.2. If during the insured voyage the oversea vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carriage by oversea vessel or by aircraft, or the goods are discharged from the vessel at a port or place of refuge, then, subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying oversea vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such port or place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2
- 5.2.1. where the on-carriage is by oversea vessel this insurance continues subject to the terms of these clauses,
- or
- 5.2.2. where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air.

- 5.3. If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed to be the final port of discharge and such insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently re-shipped to the original or any other destination, then provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium, such insurance reattaches
- 5.3.1. in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on- carrying vessel for the voyage;
- 5.3.2. in the case of the subject-matter insured not having been discharged, when the vessel sails from such deemed final port of discharge;
- thereafter such insurance terminates in accordance with 5.1.4.
- 5.4. The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof is on craft whilst in transit to or from the oversea vessel, but in no case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed by the Underwriters.
- 5.5. Subject to prompt notice to Underwriters, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

(For the purpose of Clause 5

“arrival” shall be deemed to mean the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge

“oversea vessel” shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

6. Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.
7. Anything contained in this contract which is inconsistent with Clauses 3.7, 3.8 or 5 shall, to the extent of such inconsistency, be null and void.

**Change of Voyage
Clause**

Claims

8. 8.1. In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss, other than where the Consumer Insurance Contracts Act 2019 applies. **Insurable Interest Clause**

8.2. Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

9. 9.1. If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. **Increased Value Clause**

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

9.2. **Where this insurance is on Increased Value the following clause shall apply:** The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

Minimising Losses

11. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder **Duty of Assured Clause**

11.1. to take such measures as may be reasonable for the purpose of averting or minimising such loss,

and

11.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

12. Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party. **Waiver Clause**

Avoidance of Delay

13. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. **Reasonable Despatch Clause**

NOTE:- It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

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Institute Strikes Clauses (Cargo)

Risks Covered

1. This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
 - 1.1. strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - 1.2. any terrorist or any person acting from a political motive.
2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

Risks Clause

General Average Clause

Exclusions

3. In no case shall this insurance cover
 - 3.1. loss damage or expense attributable to wilful misconduct of the Assured
 - 3.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 3.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
 - 3.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 3.5. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
 - 3.6. loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
 - 3.7. loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot and civil commotion
 - 3.8. any claim based upon loss of or frustration of the voyage or adventure
 - 3.9. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 3.10. loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
4.
 - 4.1. In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.
 - 4.2. The Underwriters waive any breach of the implied clause of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

General Exclusions Clause

Unseaworthiness and Unfitness Exclusion Clause

Duration

5. 5.1. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either **Transit Clause**
- 5.1.1. on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,
 - 5.1.2. on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
 - 5.1.2.1. for storage other than in the ordinary course of transit or
 - 5.1.2.2. for allocation or distribution, or
 - 5.1.3. on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge,
- whichever shall first occur.
- 5.2. If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
- 5.3. This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.
6. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 5 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either **Termination of Contract of Carriage Clause**
- 6.1. until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,
- or
- 6.2. if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.
7. Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters. **Change of Voyage Clause**

Claims

8. 8.1. In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss, other than where the Consumer Insurance Contracts Act 2019 applies. **Insurable Interest Clause**
- 8.2. Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.
9. 9.1. If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. **Increased Value Clause**

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

9.2. Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

Benefit of Insurance

10. This insurance shall not inure to the benefit of the carrier or other bailee. **Not to Insure Clause**

Minimising Losses

11. It is the duty of the assured and their servants and agents in respect of loss recoverable hereunder **Duty of Assured Clause**
- 11.1. to take such measures as may be reasonable for the purpose of averting or minimising such loss,
- and
- 11.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised
- and the underwriters will, in addition to any loss recoverable hereunder, reimburse the assured for any charges properly and reasonably incurred in pursuance of these duties.
12. Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party. **Waiver Clause**

Avoidance of Delay

13. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. **Reasonable Despatch Clause**

NOTE:- It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

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Data Protection Notice

Your personal information notice

Who we are

We are Lloyd's Insurance Company S.A. identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we will need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time by sending an e-mail to data.protection@lloyds.com (without however affecting the lawfulness of processing based on consent prior to its withdrawal). However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us

Where you provide us or your insurance agent or insurance broker with details about other people, you must provide this notice to them.

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Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us. Alternatively, you may contact the insurance agent or insurance broker that arranged your insurance at:

Data Protection Officer,
Pen Underwriting Ireland Limited
Ardcavan Business Park,
Ardcavan,
Co. Wexford
Y35FP8A

Customer Services: 053 9167100
Email: dataprotectionofficer.ie@penunderwriting.com

You also have the right to lodge a complaint with your competent data protection authority, but we encourage you to contact us before.

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