



# Road Carrier's and Freight-Forwarder's Liability Insurance

## Extract from Insurance Contract N° 06.423.712

**Insurer:** UNIQA Towarzystwo Ubezpieczeń S.A.

We kindly inform that on April 9<sup>th</sup>, 2021, AXA Ubezpieczenia Towarzystwo Ubezpieczeń i Reasekuracji SA has changed its name to UNIQA Towarzystwo Ubezpieczeń SA.

**Insured:** Virtus Logistics Sp. z o.o.

PL 81-366 Gdynia, ul. Stefana Batorego 28-32/201-204  
NIP / VAT-ID (PL) 5851466250

**Insurance period:** from September 1<sup>st</sup> 2020 00:00 till August 31<sup>st</sup> 2023 24:00

[...]

### § 2. Subject and scope of insurance

1. The insurance covers civil liability of the Insured as a road transport carrier (including as a contractual carrier, which means the forwarder assuming the rights and obligations of a road transport carrier) due to non-performance or improper performance of the contract of carriage, to be borne by it under the provisions of the Civil Code, and:
  - a) for domestic transport within the Republic of Poland: Act on Carriage Law ,
  - b) for international transport: Convention on the Contract for the International Carriage of Goods by Road (CMR)
2. The insurance covers, within the agreed sum insured, liability of the Insured as a road transport carrier borne by it pursuant to regulations referred to in paragraph 1 law in respect of property damage/loss involving the loss, theft or damage to the consignment (including as a result of a robbery, assault and robbery, robbery with violence or daring theft, burglary) in road transport:
  - a) in accordance with Articles 65 - 68, 80 - 82 of the Carriage Law,
  - b) in accordance with Articles 17 - 18, 23, 24 and 25 of the CMR ConventionThe value of property damage/loss also includes the reimbursement of customs duties and other expenses incurred in direct connection with the transportation, in accordance with Article 23 paragraph 4 of the CMR Convention.
3. The insurance covers civil liability of the Insured as a road carrier borne by the Insured pursuant to the provisions of law referred to in the laws referred to in paragraph 1 in respect of Financial Damage/Loss and/or Consequential Damage resulting from:
  - a) non-performance or improper performance of an instruction to amend the contract of carriage, in accordance with Articles 70 and 84 of the Carriage Law and Article 12 of the CMR Convention - within the limits of the sum insured,
  - b) loss, non-use or incorrect use of documents given to the carrier by the sender in the exercise of carriage in accordance with Articles 71 and 85 of the Carriage Law and Article 11. 3 of CMR - within the limits of the sum insured,
  - c) a declaration, made by the sender, of the amount of special interest in delivery in the case of loss or damage or of the agreed time-limit being exceeded, in accordance with Article 26 of CMR, [...]
  - d) Insured's failure to include in the CMR consignment note the statement referred to in Article 6.1 (k) of CMR (paramount clause), in accordance with Article 7.3 of CMR, [...]
  - e) failure to exercise reasonable care in the choice of third parties to whom the Insured entrusted supervision in accordance with Article 16.2 of the CMR Convention[...].
4. If, under the contract of carriage, the Insured is obliged to load or unload the consignment [which should be understood that the taking over of goods for the carriage takes place with the start of the loading work by the Insured, and the delivery of goods takes place with the completion of the unloading work by the Insured], and these activities are to be physically performed by the Insured,

the insurance covers civil liability of the Insured as a carrier for a damage/loss incurred during these operations. The Insurance covers in such situations also the civil liability of the Policy Holder as a carrier, for a property damage caused in the cargo as a result of a faulty connection of the loading/tank pumping devices, and damage to the cargo caused by the use of a forklift for the loading by the carrier.

5. The insurance covers civil liability of the Insured as a carrier borne for damages caused during or as a result of inadequate arrangement, and/or improper or lack of securing and/or anchoring the cargo on the transport means, provided that these operations are within the responsibility of the Insured; however, the insurance coverage does not include damages/losses caused by improper packaging, defective loading or securing the goods if these operations have been performed by the sender or entities acting on sender's behalf.
6. The insurance covers liability to be borne by the Policyholder as a carrier, for a property damage/loss to cargo items that need temperature-controlled conditions of transport (perishable goods, frozen cargo) provided that such carriage is performed with vehicles with ATP certificates and working thermographs. The Insurance coverage does not include a damage/loss involving thermal non-compliance due to a non-working thermograph, as well as a damage/loss resulting from shutdown or malfunction of the refrigeration unit in the vehicle, if it resulted from complete wear and tear, negligence in maintenance or technical checks, lack of energy supply, unless the lack of energy supply is a direct result of a traffic accident the vehicle was subject to.
7. The insurance covers liability of the Insured as a freight forwarder/logistics operator for non-performance or improper performance of forwarding and logistics services under the contract of forwarding /logistics services, to be borne by the Insured pursuant to the Civil Code. The insurance covers also the civil liability of the Insured to be borne by it under other contracts than the contract of forwarding or logistics services (such as storage contract, bailment contract and other innominate contracts) if such a contract result in contractual obligations covered by the insurance under this insurance contract. If the forwarding contract entered into by the Insured provides for the application of the Polish General Terms on Forwarding (Ogólne Polskie Warunki Spedycyjne OPWS 2002 or OPWS 2010), their provisions shall apply to this insurance contract accordingly. [...]
9. The insurance covers, within the agreed sum insured, liability of the Insured as a freight forwarder, to be borne pursuant to the regulations referred to in paragraph 7 for a Property Damage/Loss involving loss, shrinkage, damage or destruction of the consignment during the performance of the contracts referred to in paragraph 7.
10. The insurance also covers [...] liability of the Insured, as a freight forwarder, to be borne pursuant to the regulations referred to in paragraph 7 for Financial Damages/Losses caused by improper



- performance (errors and omissions in the performance) of the forwarding and logistics operations referred to in paragraph 8.
11. 11.1. The insurance covers [...] civil liability of the Insured towards the storage client for property damage/loss incurred during the insurance period during storage carried out based on a storage contract concluded by the Insured as a storage provider, the liability being borne in accordance with Article 855 § 1 of the Civil Code.
- 11.2. In addition to the exclusions under §4, the insurance coverage does not include in any case:
- any damage caused as a result of a loss, shrinkage, destruction or damage to the property taken for storage to perform its treatment, repair, examination, testing, production, processing, enrichment, configuration or other similar services of similar nature,
  - damage/loss incurred during the storage in a manner inconsistent with regulations, standards or generally accepted practices applicable for a given type of property.
  - damage/loss involving inventory differences. [...]
13. 13.1. The insurance coverage also includes [...] liability of the Insured for a damage to or loss of a container which is not owned by the Insured, used by the Insured when performing the contract of carriage and/or forwarding covered by this insurance.
- 13.2. The insurance coverage does not include in any case the Insured's liability for a damage to the container resulting from:
- its defective design,
  - manufacturing or material defects of parts thereof,
  - normal wear and tear,
  - scratches, chipped paint, dents,
  - progressive warping or wearing, resulting from the normal operation,
  - rust, oxidation, discolouration and decay.
- 13.3. Subject to the sub-limit of the sum insured referred to in point 13.1., the amount of compensation shall be determined in the case of:
- repair of the container where it is suitable for repair - according to the actual repair costs, these costs cannot, however, exceed the value specified in the proof of taking over the goods for carriage by the policyholder,
  - robbery of the container - based on the value specified in the proof of taking over the goods for carriage by the policyholder,
  - damage to the container to the extent that makes it unsuitable for repair, or damage to the container to the extent that makes it possible to resale it - on the basis of the difference between the value of the container before damage and the amount obtained for the sale of the remains.
- in any case, however, in the amount not higher than the market value of the container.
14. The Insurance coverage includes, within the limits of the sum insured, civil liability arising from the assuming by the Insured, during the performance of the forwarding contract, the rights and obligations of a road transport carrier due to the fact that the Insured issued a consignment note or other equivalent document confirming that the Insured assumed the rights and obligations of a road transport carrier or acceptance by the Insured of a shipping order establishing a presumption of the carriage contract rather than forwarding contract (contractual carrier). [...] [...]
17. The insurance coverage includes also, within the limits of the sum insured, civil liability of the Insurer, as a carrier or freight forwarder, to be borne for damages/losses resulting from the release of the cargo to an unauthorized person in a situation where, despite due diligence kept in verifying the documents submitted in accordance with the procedures in force at the Insured in this regard, the cargo is extorted under false pretences by a person using counterfeit documents or documents used in an unauthorized manner.
18. The insurance coverage includes, within the sub-limit of the sum insured amounting to EUR 25,000 per one and all insured events

during the insurance period, the civil liability of the Insured as a carrier, to be borne for damages/losses arising from goods confiscation or forfeiture performed by duly authorized authorities of Member States of the European Union and the European Economic Area, that have arisen as a result of an inadvertent error by the Insured or its employees. The Insurance coverage does not include penalties, goods confiscation, seizure and requisition, as well as forfeiture or other disposition of goods, associated with committing or attempting to commit a crime or smuggling.

19. UNIQA shall not invoke the provisions of Article 17.2 for the release from liability based on the recognition of such an insured event as the "circumstances that could not be avoided by the carrier" and the consequences of which could not be prevented by the carrier" or Article 65.2 of the Carriage Law for the release from liability based on the recognition of such an insured event as a manifestation of force majeure where [...] the insured event involves damage to, loss or destruction of the cargo by third parties who illegally and without the knowledge of the vehicle driver entered the cargo compartment of the vehicle during the carriage in order to travel (illegal immigrants). [...] [...]
22. The insurance covers the liability to be borne by the Insured for Property Damage that have occurred during carriage with a road vehicle containing the cargo on a part of the journey by sea, rail, inland waterway or air, without reloading, in accordance with Article 2 of CMR.
- In a situation where on one means of sea or inland waterway transport (ship, ferry), air transport (aircraft) or rail transport (train) more than one means of road transport is located [lorry (truck) or lorry (truck) with a trailer, or tractor trailer] then the UNIQA's liability in respect of all the damage caused by one insured event that occurred during transport by sea, rail, inland waterways or air is limited to 125% of the sum insured specified in this contract of insurance. [...]

### § 3. Subcontractors

- For a contract of carriage, the insurance coverage includes also the civil liability of the Insured for transport operations carried out on its behalf by subcontractors (other carriers), who are ordered by the Insured under a concluded contract of carriage to perform the transport operations in whole or in part.
- For a freight forwarding contract, the insurance coverage in relation to the use of a subcontractor by the Insured in the implementation of the freight forwarding contract is formed on the basis of Article 799 of the Civil Code. The Insured is obliged to provide a subcontractor - a carrier or forwarding agent, with further detailed instructions how to proceed with the consignment, consistent with the received forwarding order, and the Insured's expertise in the field.
- In the absence of fault in choosing pursuant to Article 799 of the Civil Code, it shall be agreed that the insurance coverage shall include the liability of the Insurer as a freight forwarder for damage caused by Insurer's subcontractors (further forwarders and/or carriers) resulting from:
  - wilful misconduct or gross negligence,
  - performing the forwarding/carriage by persons who are intoxicated or under the influence of abusive substances,
  - release of the consignment to an unauthorized person,subject to the Insurer's right of recourse against such a subcontractor. [...]

### § 4. Exclusions

- [...]
- Where the aggrieved party files the charge of gross negligence (based on Article 788 § 1 of the Civil Code, Article 86 of the Carriage Law, Article 29 of the CMR Convention or Article 801 § 1 of the Civil Code) the insurance coverage does not include [...], claims over and above the limits set out, accordingly, in the following provisions:



- for a contract of carriage: Articles 65 - 70, 80 - 85 of the Carriage Law, Articles 23, 24 and 25 of the CMR Convention;  
- for a forwarding contract - the normal value of the consignment; the insurance coverage does not include in this case claims for consequential loss and loss of expected profits.
3. The insurance coverage does not include the civil liability of the Insured as a carrier for damages/losses/injuries caused by:
- the use of a vehicle not designed for the carriage of the specific type of goods or a faulty vehicle, provided that the insurance coverage includes the civil liability of the Insured as a road carrier for damages/losses caused by performing the transport services with vehicles which do not have valid safety and roadworthiness inspection certificate, if the condition of the vehicle has not contributed to the damage/injury.
  - driving the vehicle by a person who are not properly licensed to do it; this exclusion does not apply in situations where no more than 30 days have passed from the expiry of the validity of documents confirming the appropriate licences, and the expiry of the validity of documents is not the result of withdrawal of these licences,
  - leaving the vehicle unattended,
  - release of the consignment to an unauthorized person in a situation other than that referred to in § 2. 16
  - driving the vehicle by a driver intoxicated with alcohol, under the norms in domestic transport resulting from Article 46.2 of the Act on Upbringing in Sobriety and Counteracting Alcoholism (in international transport it shall be evaluated in accordance with the relevant provisions of the place of damage/injury) or intoxicated with abusive substances that permit driving after their use, provided that the Insurer does not file this charge in relation to the first two insured events caused by this reason, the Insurer's liability for damages being limited for these cases to the amount of PLN 200,000 - per one and all the events during the insurance period.
- The exclusions provided for in this paragraph shall not apply in respect of a damage/loss caused during the provision of the transport by an Insured's subcontractor..
4. The insurance does not cover the civil liability of the Insured as a forwarder for the following damages/losses:
- caused by leaving the consignment unattended by the Insured or a person the Insured is responsible for, at a time when the consignment is in the custody of the Insured,
  - caused by the release of the consignment by the Insured to an unauthorized person [...]
  - caused by weight loss in bulk cargoes arising from their properties, not exceeding the limits specified in regulations for a given product; and in the absence of such regulations - limits adopted in customary practice
  - caused by inherent defects or natural properties of the consignment
  - caused by mistakes and misunderstandings arising in connection with the receipt by the Insured of the order verbally or by telephone, as well as a result of receiving an order with inaccurate, incomplete or incorrect data regarding the consignment,
  - caused by additional instructions given by the client directly to the third parties involved in the forwarding, without the participation of the Insured,
- consequential damages,
  - delays in delivery, unless the Insured assumed in the forwarding contract an obligation to deliver within a specified time frame - in such a case the insurance covers only property damage.
  - involving inventory differences in the stored property.
5. The insurance does not cover claims directed to the Insured as a carrier and/or forwarder due to:
- finances and contractual penalties imposed on the Insured or persons the Insured is responsible for,
  - confiscation of the cargo by a competent authority, except as indicated in § 2. 18
  - resulting from the fact of assuming the liability by the Insured to the broader extent than that borne by the Insured under the provisions of the law,
  - damage/loss caused by operation of nuclear energy, radioactive substances, operation of any chemical, biochemical, biological or electromagnetic weapon,
  - damage/loss caused by improper operation or malfunction of any computer systems, computer hardware and software, caused by a computer virus or other intentional third party action (cyber attack),
  - any damage/loss due to force majeure, hostilities, civil commotion, revolutions, strikes, lockouts, sabotage, terrorist acts,
  - damages/losses that are covered or could be covered by motor liability insurance, product liability insurance, general liability insurance or insurance of liability for a damage caused to the natural environment;
6. The insurance does not cover civil liability of the Insured for the carriage and/or forwarding of the following items:
- means of transport and parts thereof, transported with open-ended means of transport,
  - works of art, objects of considerable scientific, collector, artistic, philatelic, numismatic value, etc.,
  - designs, models, prototypes,
  - cash,
  - bulk cargo, including cement, fish meal,
  - live animals, human corpses and remains,
  - resettlement property, property carried as hand luggage,
  - dangerous goods classified in the ADR Agreement as classes I and VII; weapons and ammunition.
7. The insurance, in case of transport of medicines and pharmaceuticals, does not cover the Insurer's liability for damages/losses from the so-called risk of "fear of damage/loss" (a loss resulting from the need to destroy medicines by pharmaceutical companies, which is required by the regulations regarding the trade in medicines when these medicines were part of the cargo involved in the damage event, but have not been damaged as a result of this event).
8. The insurance does not cover any claims directed to the Insured due to product liability, resulting from improper performance by the Insured of forwarding and logistics activities covered by the insurance under this insurance contract.

[...]

