

INSURANCE POLICY

Issue place, date	Rīga	01.02.2023	Insurance policy No.	3351011110118
Starting time, date	00:00	04.02.2023	Policyholder, address	
Expiry time, date	24:00	03.02.2024		
Insurance premium	EUR 3330,00		PATRIUS SIA Bišu iela 8 Cēsis, LV-4101 Latvija Company code 44103124131	
Premium to be paid	EUR 3330,00			
Replaced policy	3351001110118			
Returned premium	n/a			

1. Type of Insurance

Marine and transport liability insurance.

2. Insured

PATRIUS SIA, reg. code 44103124131

3. Services Insured

Road haulage trading under terms and conditions of CMR convention.

Liability under any other terms, contracts or conditions is strictly excluded under this contract of insurance, unless such terms, contracts or conditions were seen and approved by Insurance Company in writing.

4. Trading Area

Europe and CIS countries till 50°E, excluding Russia, Belarus, Ukraine and official war areas unless otherwise agreed with Underwriter.

5. List of Vehicles

Insurance cover is applicable for the following vehicles only:

No.	Mark and model:	Registration number:
1.	Mercedes Benz Atego 823	MN3217
2.	Mercedes Benz ACTROS	LK8028
3.	Mercedes Benz ACTROS	KT4995
4.	Mercedes Benz ACTROS	KS7719
5.	Mercedes Benz ACTROS	KV8385
6.	Mercedes Benz ACTROS	KZ5869
7.	Mercedes Benz ACTROS 1841	HL2675
8.	Mercedes Benz ACTROS	JB591
9.	Mercedes Benz ACTROS	JL8321

This list can be amended by respective endorsement.

6. Limits of Liability

Limit of indemnity of Insurance Company under this policy in no case shall exceed **EUR 100 000.00** per event and **200'000 EUR** in aggregate per policy and includes limits and deductibles for additional covers.

Limits and deductibles for additional covers*:

Additional cover	Limit of liability	Deductible for each and every event
Liability for Fines, Tax and Duty	10'000 EUR per event and in aggregate per policy	750 EUR
Debris Removal Clause	5'000 EUR per event and in aggregate per policy	750 EUR
Cleaning Expenses Clause	5'000 EUR per event and in aggregate per policy	750 EUR
Liability in case of Gross Negligence	50'000 EUR per event and in aggregate per policy	1'500 EUR
Liability for Containers and/or Trailers	20'000 EUR per event and in aggregate per policy	1'500 EUR
Third Party Liability Cover	10'000 EUR per event and in aggregate per policy	1'500 EUR

*Additional covers are described in Section "Additional Covers" of this policy.

7. Terms and Conditions of Insurance

- If P&C Insurance AS Latvijas filiāle General Insurance Provisions No. TG-20211 15/12/2021;
- Road Carrier's (CMR) Liability Insurance Terms and Conditions No. 35.1 13/04/2012 (hereinafter called "CMR Insurance Conditions");
- Communicable Disease Exclusion (Cargo) JC2020-011 17 April 2020.

8. Insurance product information document

[Road Carrier's \(CMR\) Liability Insurance Product Information Document 2018/01](#)

If you are unable to open the link, please, contact us by phone or e-mail and we will send you the product information documents to you on paper or via e-mail.

9. Special Clauses

Excluded Cargoes

Unless otherwise declared and agreed with Insurance Company in writing and besides to specific cargoes mentioned in Terms and Conditions of Insurance mentioned above in Section 8, this insurance will not respond to any claims when the following cargoes are carried: yachts and pleasure craft, motor vehicles.

Clause of losses and damages related to illegal border crossers

The Insurance Company sets a liability limit EUR 20 000 (twenty thousand euro) for losses or damages caused by illegal border crossers, asylum seekers, refugees or persons who have been granted alternative status. This Clause is not applicable in cases of total or partial theft of the cargo.

10. Additional Covers

Limits for each additional cover are written in Section 6 above.

Liability for Fines, Tax and Duty

This insurance covers:

- Contractual liabilities of the Insured and/or Co-Insured based on conditions approved by insurance company in writing and/or international transport law regulations for financial loss sustained by their clients in connection with taxes, duty, excises and similar fiscal charges.
- Liability in respect of fines, taxes or similar fiscal charges imposed on the Insured and/or Co-Insured by an authority as a consequence of a breach of regulations as to immigration, import or export of cargo and to the extent that such insurance is permitted under the law of the country where Services Insured are provided.

The Insured and/or Co-Insured is covered for their liabilities only if they are incurred under a compulsory law or convention applicable to their services or written agreements between them and their clients provided that these agreements were approved by insurance company in writing.

For avoidance of doubt this Additional Cover shall not be considered or interpreted as any kind of bond and/or guarantee and not substituting TIR or any other similar type of guarantee.

Debris Removal Clause

This insurance covers expenses for removal, disposal and/or destruction of cargo debris, when such expenses incurred due to loss caused by perils insured against.

Cleaning Expenses Clause

This insurance covers expenses for cleaning of vehicle which was used for transport of cargo, when such expenses incurred due to loss caused by perils insured against.

Liability in case of Gross Negligence

This insurance covers liability of the Insured and/or Co-Insured caused by gross negligence of the employees and authorised representatives involved in Services Insured (as described in Section 4 above). In case this additional cover is applicable, words “or gross negligence” shall be deleted from exclusion 4.1.6 of CMR Insurance Conditions and exclusion 4.1.7 of CMR Insurance Conditions shall be waived.

Liability for Containers and/or Trailers

This insurance covers liability of the Insured and/or Co-Insured for loss of or damage to containers and/or trailers which are in custody and control of the Insured and/or Co-Insured.

This additional cover shall not be applicable to containers and/or trailers which are in lawful possession of the Insured and/or Co-Insured under lease or any other long-term contract.

It is warranted that, in case of a claim under this Additional Cover, it is the duty of the Insured and/or Co-Insured to provide condition check list on accepting such container and/or trailer for on-carriage.

Third Party Liability Cover

This insurance covers Insured's and/or Co-Insured's legal liability to third parties arising from provision of Services Insured (as described in Section 4 above) only (hereinafter called “Third Party Liability”). Third party Liability is covered in respect of:

- Physical loss or damage to property (other than containers and trailers) and consequential financial loss resulting from such loss or damage.
- Death, injury or illness (excluding pain and suffering damages) of any third party and consequential financial loss resulting from such death, injury or illness.

It is agreed that this Third Party Liability insurance shall not respond on claims which should be covered by Motor Third Party Liability insurance (irrespective whether claim amount is exceeding limit of liability of such Motor TPL liability insurance policy or not).

11. Deductible

- **750,00 EUR** for each Insured event, but increased to **1'500,00 EUR** for Insured event in respect of claims related to carriage or handling of alcohol and it's beverages, hardware and softwate, mobile phones.

12. Insurance Premium

This insurance is subject to a fixed per-truck based annual premium, adjustable at 350,00 EUR per truck, payable as follows.

Instalments:	Amount Due:	Due Date:
1.	834,00 EUR	25.02.2023
2.	832,00 EUR	25.04.2023
3.	832,00 EUR	25.07.2023
4.	832,00 EUR	25.10.2023

13. Claims

Claims Co-operation Clause

IMPORTANT!

In the event of an occurrence giving rise or appearing likely to give rise to a claim hereunder immediate notice shall be given to Insurance Company, who shall have a right at their own expense to appoint assessors and/or representatives to act in conjunction with the Insured and/or Co-Insured and their representatives. It is further noted and agreed by both parties that in case such notice is not given Insurance Company will have a right to decline or restrict a claim hereunder.

All claims or circumstances which may cause a claim under this insurance should be immediately reported to:

If P&C Insurance AS Latvijas filiāle

Republikas laukums 2a

Rīga, LV-1010, Latvia

Telephone: (371) 67 094 009

e-mail: info@if.lv

List of average agents available at <https://averageagents.radix.if.se>

14. Policyholder's Statement

Apdrošinājuma ņēmējs piekrīt Apdrošināšanas līgumu noslēgt angļu valodā. / The Policyholder agrees to conclude the Insurance contract in English.

Concluding the Insurance Agreement **I, Policyholder, confirm** that I have acquainted myself with and I agree to the terms and conditions of insurance specified in the Insurance Policy.

Concluding the Insurance Agreement **I, Policyholder, confirm and realize** that I am entirely liable for the truth of the information provided and included in the Insurance Policy about the Insured Object and also for the Sum Insured specified in the Insurance Policy. In case of false or misleading information the Insurance Company has the rights to refuse the payment of Insurance Indemnity.

15. Signature

This document is signed by the Insurance company's representative's secure electronic signature and contains timestamp.

INSURANCE COMPANY

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