



## **Confirmation of coverage Forwarding Agent's and Logistics Insurance Policy (F&S 2008) No. TH 250-4045712-000048274**

Only the German language version of this Confirmation of Insurance is legally binding. This Confirmation of Insurance is for information purposes only and does not confer any rights deviating from those set out in the policy.

### **Policy holder:**

Firma  
Konatra  
Transports Internationaux  
39, Route du Vin  
5445 Schengen  
LUXEMBURG

### **Policy terms:**

Inception: 23.10.2003 (12:00 a.m.)  
Expiry: 01.01.2019 (12:00 a.m.)  
subject to the usual renewal conditions

The undersigned insurer herewith confirms that a freight forwarding insurance is currently covered in accordance with the insurance contract and the following index numbers.

### **Subject matter of insurance:**

The Forwarding Agent's and Logistics Insurance Policy 2008 (F&S 2008) comprises:

- liability insurance for the insured forwarding agent or logistics service company;
- Güter2000 goods in transit insurance that the policyholder may conclude as intermediary in favour of the principal/party to freight contracts or other third parties according to express instructions.

Contracts concerning in whole or in part the forwarding or storage of the following goods are not covered:

Mobile phones (above 100,000.00 euros), works of art, valuables, precious stones, real pearls, money, documents, deeds, living animals and plants, radioactive materials and nuclear fuels (to the extent that they exceed the legally permitted limits), weapons and ammunition (except hunting and sporting weapons and ammunition), explosive goods, drugs, removal goods, motor vehicles (lorries, cars), goods to be salvaged or towed, heavy freight, large-volume transports.

Penalties for nonfulfillment are not covered.

### **The policy covers liability arising out of freight contracts as follows:**

#### **FREIGHT FORWARDER OR FORWARDING AGENT IN THEIR OWN NAME**

In the case of shipments within the **Federal Republic of Germany** according to book 4, section 4 of the Commercial Code (HGB) and In the case of **cross-border shipments** by motor vehicle by road within Europe excluding CIS countries, in accordance with the Convention on the Contract for the International Carriage of Goods by Road (CMR).

#### **FORWARDING AGENT**

Within Europe (excluding CIS countries) and Turkey  
in accordance with the legal liability provisions and the "General Terms and Conditions of Business" customary in the market e.g. German Forwarding Agent's General Conditions (ADSp), Terms of Contract for Road Haulage and Logistics Operators (VBGL).

Coverage exclude customs and excise duties.

#### **WAREHOUSEKEEPER**

Currently not covered. The liability for not disposed (intermediate) storages is still covered according to the policy's conditions.



### Limits of cover:

The limits of liability as per the agreed general terms and conditions of business (ADSp/VBGL) shall apply.

In case of domestic shipments cargo damages and financial losses are covered according to the Commercial Code (HGB and in case of cross-border shipments according to the Convention on the Contract for the International Carriage of Goods by Road (CMR). The indemnity is legally limited with 8,33 SDR per kilogram gross weight of the consignment accepted by the freight forwarder for shipment.

In case of partial extension of the above written settlement the insurer shall in the case of domestic shipments in accordance with § 449 HGB be liable to pay compensation in the agreed amount for loss of or damage to goods, subject however to a limit of **40** SDR per kilogram gross weight of the consignment accepted by the freight forwarder for shipment. This agreement shall not apply unless the box has been marked appropriately. The agreement shall apply only so far as legally permissible.

In the case of a continuing freight contract these provisions shall also apply to intermediate storage necessitated by the shipment, subject however to the following limits.

The liability coverage per occurrence is subject to the following limits per occurrence:

- in the case of storage on instructions 1,000,000.00 euros;
- in the case of other freight contracts 2,000,000.00 euros or an amount of 2 SDR in accordance with § 431, para. 4 HGB (Commercial Code) per kilo gross weight of the consignment, whichever is the greater amount;
- liability for goods in transit consequential or pecuniary loss 250,000.00 euros per occurrence.

The insurer's liability is subject to a limit of 5,000,000.00 per loss event.

If as the result of one occurrence more than one claimant incurs loss or damage, then regardless of the number of claimants and freight contracts, if the total amount of all claims exceeds the maximum limit of indemnity, compensation shall be paid on a pro rata basis.

### Other agreements:

Insurance cover exists for cabotage traffic within Germany and France according to the respective national legal provisions for the transport industry.

Mannheim, 27.12.2017 kc-tr-wvn/wa

**Insurer:** Mannheimer Versicherung AG

Dr. Christoph Helmich Stefan Andersch