

SPEditionS-ASSEKURANZ

Versicherungsmakler GmbH



Makler seit 1985

Confirmation of cover for Freight Forwarding Policy No. 63/592

policy holder: DTK Frigo UK Ltd
Redwood Park Estate, Stallingborough
UK – DN148TH North East Lincolnshire

Period of validity: 01.01.2023 – 01.01.2024

The insurer confirms that, in accordance with the insurance contract and the following reference numbers, insurance cover exists against all losses for which the entrepreneur is liable according to the fourth section (freight business), fifth section (forwarding business) and sixth section (storage business) of the German Commercial Code (HGB) in conjunction with the freight, forwarding or storage contract.

The transport contract liability of the policy holder is insured in accordance with

- the German legal provisions, in particular Art. 407 ff. HGB.
- the “ADSp – General terms and conditions of German forwarding companies” and the NSAB.
- the arrangements within the extent of Art. 449 Para. 2 No. 1 HGB (liability corridor).
- the Convention on the Contract for the International Carriage of Goods by Road (CMR).
- the respective national legal provisions for the transport industry in the states of the territorial area of application of the insurance contract.
- the Convention Concerning International Carriage by Rail (Appendix B – COTIF, current version) and the Uniform Rules Concerning the Contract for International Carriage of Goods by Rail (CIM).
- the Montreal Convention (MÜ) of 28.05.1999, the Warsaw Agreement of 1929 (WA) and, where applicable, the Hague Protocol of 28.05.1955, the additional agreement of Guadalajara of 18.09.1961 or other relevant additional agreements for air transport, provided these are conclusively applicable.
- the Hague Rules and – if applicable – the Hague Visby Rules or the Maritime Law Amendment Act of 25.06.1986, the Hamburg Rules and other relevant international agreements or national legal provisions for marine transport, provided they are applicable.
- the provisions of a FIATA multimodal Bill of Lading (FBL) or Through Bill of Lading (TBL) in the form approved by the FIATA.
- an own House Airway Bill (HAWB), House Bill of Lading (House B/L) or other documents used by the policy holder, provided that the WÜBA has agreed to the inclusion of such documents in the insurance cover or such documents are listed in the description of business.
- Claims in tort (tort law) are also permitted, if and provided that the person entitled to these legal claims, claims them in addition to or instead of the liability under the transport contract.
- UK national requirements

Limitation of the insurance cover in case of aggravated negligence

In cases, in which the claimer claims that the loss was caused by the recklessness of the policy holder, their legal representative or a managerial employee and in awareness that a loss would probably occur, due to cardinal breach of duty or due to so-called “gross organisational negligence”, insurance cover beyond the legal and contractual standard liability only exists up to the sum named in the benefit limits. Art. 158 b VVG remains unaffected by this.

Benefit limits

Maximum compensation per loss for goods and consequential damage to goods	EUR	2,000,000.00
Maximum compensation per loss for pure pecuniary loss	EUR	250,000.00
Maximum compensation per occurrence of loss for aggravated negligence	EUR	500,000.00
Maximum compensation per occurrence of loss.	EUR	2,500,000.00
Limit of indemnity for all incidents for the insured transport contracts per policy year	EUR	7,500,000.00

Hollenstedt, 19.12.2022

i.A. Jessica Wendt