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GENERAL TERMS AND CONDITIONS FOR TRANSPORT LIABILITY INSURANCE

Freight Forwarders Liability Insurance (GCLI Freight Forwarders 2008)

Edition 01.2008

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The following parties shall be deemed equivalent to the policyholder in these Terms and Conditions: the insured person, as well as all persons entrusted with the management or supervision of the policyholder's or the insured person's business.

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Article 1 Scope of application

The insurance covers freight forwarders, but only subject to the condition that they perform their activities based on the latest edition of the General Conditions of SPEDLOGSWISS – Swiss Freight Forwarding and

Logistics Association (GC SPEDLOGSWISS) – and have agreed to these conditions.

Article 2 Insured risks

2.1 The insurance covers the liability of the policyholder vis-à-vis the latter's customer for physical loss or damage and purely financial losses on the basis of the General Conditions of SPEDLOGSWISS – Swiss Freight Forwarding and Logistics Association (GC SPEDLOGSWISS) – as amended – or – if these have been suspended by a court order – in accordance with the relevant provisions of the Swiss Code of Obligations. The insurance cover applies exclusively to the activities of the freight forwarder listed in the insurance policy as:

2.1.1 an intermediary

2.1.2 a carrier

2.1.2.1 in the case of contracting in its own name, in accordance with the Supplementary Conditions to the Freight Forwarders Liability Insurance Conditions (*ABVH 2008 Spediteure*) on "Carrier's liability", version dated January 2008

2.1.2.2 when issuing transport documents of its own containing

a delivery undertaking, in accordance with the Supplementary Conditions to the Freight Forwarders Liability Insurance Conditions (*ABVH 2008 Spediteure*) on "Transport documents with a delivery undertaking", version dated January 2008

2.1.2.3 in purely European land transport (except in transport

purely by rail), in accordance with the Supplementary Conditions to the Freight Forwarders Liability Insurance Conditions (*ABVH 2008 Spediteure*) on "Carrier's liability", version dated January 2008.

2.1.3 a pure warehouse keeper For warehousing (putting in storage, taking out of storage, storing, storage administration) in Switzerland and the

Principality of Liechtenstein, on the basis of the SPEDLOGSWISS General Conditions for Warehousing (GC SPEDLOGSWISS Warehousing) – latest edition.

2.1.4 a shipping agent For pure agent activities (concluding freight contracts for ocean and/or combined transports) in Switzerland and the Principality of Liechtenstein, on the basis of the General Conditions of SPEDLOGSWISS for Shipping Agents (GC SPEDLOGSWISS Shipping Agents) – latest edition.

2.1.5 a provider of other services Claims based on other services asserted directly against the policyholder are insured up to CHF XXX per loss event and customer, or up to CHF XXX per insurance year.

2.2 If the policyholder concludes contracts that provide for more extensive liability than the latest edition of the GC SPEDLOGSWISS, this liability is only insured if it is explicitly agreed with the insurer.

2.3 Customs and excise duty claims asserted directly against the policyholder by European authorities are insured up to CHF XXX per loss event and customer, or up to CHF XXX per insurance year.

Article 3 Insured costs and expenses

Insofar as insured loss or damage has occurred or is imminent, the insurer shall assume the costs of

- intervention by representatives of the insurer
- to prevent or reduce the damage
- defence against unjustified claims asserted against the policyholder within the context of the insurance cover granted.

Article 4 Exclusions

4.1 The insurance does not cover the consequences of:

- intentional conduct on the part of the policyholder; in the event of gross negligence, the insurer is entitled to reduce its benefits in proportion to the severity of fault
- intentional conduct on the part of vicarious agents or subcontractors; in the event of gross negligence, the insurer is entitled to reduce its benefits in proportion to the severity of fault. The insurer is, however, liable in full if the policyholder proves that it exercised all due care required given the circumstances to prevent damage caused by vicarious agents or subcontractors
- incorrect declarations, violation of import, export or transit regulations, as well as foreign exchange and customs regulations – confiscation, removal or retention by a government, authority or power – war - similar hostilities (e.g. occupation of foreign territories, border incidents) – civil war, revolution, rebellion – preparations for or measures of war – explosion or other effects of mines, torpedoes, bombs or other weapons of war – confiscation, requisition, sequestration, removal or retention by a government, authority or power
- strike, lockout and commotion (commotion is defined as violent or malicious acts during violent demonstrations or rioting and related incidences of looting)

- Terrorism (terrorism is any act of violence or threat of violence that aims to achieve political, religious, ethnic, ideological or similar aims. The use of violence or threat of violence is likely to spread fear or terror throughout the population or parts of the population, or exert influence over a government or state institution).
- Nuclear energy and radioactivity This exclusion does not apply to damage caused by radioisotopes and facilities for the production of ionising radiation (e.g. for medical purposes).

4.2 Furthermore, no cover is provided for:

- Penalties and fines of all kinds
- Damage to the policyholder's warehouses that can be insured under public liability, fire, burst pipes or burglary insurance
- Damage to third-party warehouses that is insured under another insurance policy. This exclusion does not, however, apply to recourse claims.
- Claims arising from delivery date guarantees that have not been explicitly agreed with the insurer.

4.3 Claims arising from bodily injury are excluded.

Article 5 Policyholder's deductible

The policyholder has to bear the deductible set out in the insurance policy.