



Warsaw, September 04 th 2023

UNIQA Towarzystwo Ubezpieczeń SA
ul. Chłodna 51
00-867 Warszawa

Whom it may concern

Subject:
Policy No **998B127164**, assured : Multi Spedytor Sp. z o.o. - cabotage

Dear Sirs, Dear Madams !

On behalf of UNIQA Towarzystwo Ubezpieczeń SA as the Insurer hereby we confirm, that scope of insurance granted according to the policy No **998B127164** (assured : Multi Spedytor Sp. z o.o.) covers liability arising from cabotage operations according to following rules:

If the Insured, acting as a freight-forwarder, under the concluded contract assumes the liability it would assume as a haulier performing cabotage carried out under Council Regulation (EC) No. 1072/2009, the coverage provided under this insurance contract shall also cover the liability assumed in the said manner of the Insured contract carrier for material damage of cargo, which it assumes according to the applicable mandatory state provisions of carrying out cabotage, regulating the liability of the carrier for material damage of cargo, where:

- in the case of cabotage carried out in Germany, the coverage covers the Insured's liability as a haulier, assumed in accordance with the regulations of Book IV of the Commercial Code (Handelsgesetzbuch, HGB), regulating transport contracts (sections 407 - 448 and 450);

- in the case of cabotage carried out in Great Britain, Ireland, and Denmark the coverage covers the carrier's liability assumed in accordance with the applicable standard contract terms and conditions commonly used in trade in those three countries provided that such insurance has been taken out beforehand and that UNIQA has approved the policy template to be used for cabotage contracts; if the insurance has not been taken out beforehand and UNIQA has not approved such a template, the coverage is provided within the limits of the CMR Convention.

The coverage referred to in this paragraph is granted only if the actual carrier to whom the Insured entrusts the performance of such cabotage has valid cabotage liability insurance within the territory of the country, in which the cabotage is to be carried out and with the sum insured adequate to the requirements of the law or the value of the cargo. In no case does the coverage cover claims beyond the liability assumed by the carrier in accordance with the applicable mandatory state provisions of carrying out cabotage, including claims arising from a contractual (voluntary) extension of liability assumed by the insuring entity in the concluded contract of cabotage, also when such contractual extension of liability has been provided for by the aforementioned provisions of law; contractual extension of liability within the meaning of this clause shall also be considered a waiver of the ability to limit the compensation due from the carrier, as provided for by the aforementioned legal provisions, or to increase the cash limits of carrier's liability for damages provided for by the aforementioned legal provisions.

The coverage referred to in this paragraph is granted within the limits of the additional sum insured, amounting to EUR 600,000 - for one and all insurance-related accidents during the period of coverage, with the proviso that in the case of cabotage in countries other than Germany, a sublimit of an additional sum insured in the amount of EUR 300,000 - for one insurance accident – shall apply.