



Thomas Miller B.V.  
Wilhelminakade 953A 3072 AP Rotterdam  
Netherlands  
[www.ttclub.com](http://www.ttclub.com)

## Certificate of Insurance

**Assured:** HoldCargo Sp. z o.o.  
Suprańska 16/2  
16-010 Wasilków  
Poland

**Certificate of Insurance:** B7092 / 2023 / 001  
Valid From: 01 January 2023  
Policy Period From: 01 January 2023  
To: 31 December 2023

### IMPORTANT

- You should examine the certificate and return it immediately in the event of error.
- You are:
  - insured by UK P&I Club N.V. which is reinsured by TT Club Mutual Insurance Ltd
  - a Member of Through Transport Mutual Insurance Association Limited , which is the sole Member of TT Club Mutual Insurance Limited
  - the Assured for the purposes of the Policy of Insurance
- The UK P&I Club N.V. is not a Member of either Through Transport Mutual Insurance Association Limited or TT Club Mutual Insurance Ltd.
- UK P&I Club N.V., a public limited liability company (naamloze vennootschap) incorporated in the Netherlands having its registered office at Wilhelminakade 953A, Rotterdam, The Netherlands (the "Association"); and Thomas Miller B.V., a private limited company (besloten vennootschap met beperkte aansprakelijkheid) incorporated in the Netherlands having its registered office at Wilhelminakade 953A, 3072 AP Rotterdam, The Netherlands ("TM B.V.").
- Your insurance is subject to the provisions of your Policy, as contained in the certificate and your Policy Book : Transport & Logistics Operator 2023 and to the Bye-Laws. This certificate replaces any previous certificate with effect from 01 January 2023.
- Your attention is drawn to G2:32 regarding the Directors' discretion to avoid the insurance or reject a claim if you fail at any time, to provide full and accurate material information.
- Your attention is drawn to G2:7-8 (cancellation of insurance in the event of failure to pay premium or make declarations), and in particular the provision that failure cannot subsequently be remedied under Section 10 of the UK Insurance Act 2015.
- Your attention is drawn to G2:44 "A term in your certificate which varies your policy will be subject to all other terms in your policy, except to the extent that it specifically varies them."
- All disputes arising out of or in connection with this Policy are subject to arbitration in London in accordance with English law (see G2:28).
- Your attention is drawn to Clause G1:4. This states, in summary, that we do not cover and will not be liable to pay any claim or provide any benefit to the extent that this would expose us to any trade or economic resolution or sanction. Any certificate or other evidence of insurance purporting to evidence such cover will be null and void.
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- Your attention is drawn to your Limits and Deductibles Schedule and to paragraph 4 of your Costs Clause, the combined effect of which is that legal, survey, expert and other costs will be included within the Club limit applicable to the substantive claim to which they relate, and will not be payable in excess of this limit.
- The Limits and Deductibles applicable to this contract of insurance are set out in the Schedule of Limits and Deductibles included within this Certificate. In the event of any inconsistencies between the Schedule and either the Wordings or any Additional Terms and Conditions, the Limits and Deductibles set out in the Schedule of Limits and Deductibles shall prevail.
- Your attention is drawn to G2:23. in respect of fraudulent claims.
- In any policy document of your insurance those words which are listed in the Definitions section of the Wordings have the meaning set against them - unless otherwise specifically stated.

A handwritten signature in black ink, appearing to read 'Chr. R. Brown', is written over a light grey background.

Date: 10 January 2023

Christopher Brown  
CEO Thomas Miller B.V.  
as authorised agent of UK P&I Club N.V. acting as TT Club



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### Underwriting Queries

Marcus Kuling  
Thomas Miller B.V. / UK P&I club N.V  
Wilhelminakade 953A  
3072 AP  
Rotterdam  
Netherlands

Tel: +31 10 750 3411  
Email: [Marcus.kuling@thomasmiller.com](mailto:Marcus.kuling@thomasmiller.com)

As Consultants of Thomas Miller B.V.

### Membership Queries

Linda Lucchesi  
Through Transport Mutual Services (UK) Ltd  
90 Fenchurch Street  
London  
EC3M 4ST  
United Kingdom

Tel: +44 20 7204 2555  
Email: [linda.lucchesi@thomasmiller.com](mailto:linda.lucchesi@thomasmiller.com)

As Consultants of Thomas Miller B.V.

### Report all Claims to

Panditrans Claims Service Ltd  
Office 3061  
17 Butlerova Street  
117342 Moscow  
Russian Federation

Tel: +7 495 215 2195  
E-mail: [claims@panditrans.com](mailto:claims@panditrans.com)

**Please refer to your Member Handbook for procedures to follow in case of claims.**

### Complaints Procedure

If you have a complaint, or any other comment, concerning the Club please communicate it to your underwriting or claims contact, or direct to the UKNV Compliance Officer.

[complaints-EU@thomasmiller.com](mailto:complaints-EU@thomasmiller.com).

We are regulated by the Authority for the Financial Markets as far as concerns eligible complainants.



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# Certificate of Insurance

## 1. INSURANCE CLAUSES

Your insurance is defined in this Certificate and the following Clauses in your Policy Book:

### TRANSPORT OPERATOR

**Standard Risks**

T1, T2, T3, T4, T5, A1

**Joint Assured Provisions**

None.

**Additional Risks**

None.

**General Provisions**

G1, G2, G3, Y1

## 2. INSURED SERVICES

The services for which we insure you are specified below. We do not insure you for any services not specified.

### TRANSPORT OPERATOR

**Operations**

Freight Forwarder

**Trading Area / Location**

Europe including the United Kingdom, CIS

**Traffic Modes**

Road

Haulage Operator

Europe including the United Kingdom, CIS

Road

**Excluded Cargoes**

Breakbulk (if moved by you by sea as NVOCC

Bulk

Tanks

Flexitanks

Personal effects (if more than 10% of your turnover)

**Cargoes that require to be agreed by the Underwriters:**

The following cargoes must be declared to and approved by the Underwriters prior to risk attachment:

Cigarettes & Other Tobacco Products, Processed

Hazardous Cargoes (ADR Cargoes)

Project Cargoes (Overweight and/or Oversized)

Frozen Goods

Chilled Goods

Temperature Controlled Medical Equipment and Pharmaceuticals

Fresh Fruits and Vegetables

Flowers

Yachts & Boats



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### 3. DEDUCTIBLES AND LIMITS

#### **Important Note**

Unless otherwise stated a **General Limit of EUR 250,000 each accident** and a **General Deductible of EUR 1,000 each accident** applies. An **Annual Aggregate Limit of EUR 600,000 per Policy** applies

- \*AA An aggregate limit will apply to these claims by aggregating all claims under the same risk in each account year.
- \*CA An aggregate limit will apply to these claims by aggregating all claims under *all* risks marked CA\* in each account year.
- \*CS Combined Single Limit will apply to these claims marked CS, each accident.

If a claim arises from more than one risk, as listed below, limits will be applied as per Clause G2:30. Your attention is drawn, in particular, to G2:30.1, the effect of which is that claims arising from more than one risk, unless subject to an aggregate or combined aggregate limit, will generally be subject to a combined single limit.

Where a special limit is stated in a paragraph in the standard wordings the special limit will apply to your insurance unless:

- the paragraph is specifically amended in the Schedule below, or
- a lower limit is stated in the Schedule below as applying generally to the clause in which the paragraph is contained.

With respect to the Limit (EUR) each Accident listed in the Schedule below, your attention is drawn to paragraph 4 of the Costs Clause, the effect of which is that investigation and defence costs (including legal, survey, expert and other costs) will be included within the Club limit applicable to the substantive claim to which they relate, and will not be payable in excess of this limit.



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TRANSPORT OPERATOR		Deductible (EUR) each Accident	Limit (EUR) each Accident	
<b>Standard Risks</b>				
T1	CARGO LIABILITIES	1,000	250,000	
	Road Vehicles, yachts/boats & Temperature Controlled Cargo	2,250	250,000	
	Theft, Hijack, Robbery and other criminal acts	2,250	250,000	
	Carrying Equipment	2,500	250,000	
	T1:4 Valuable Cargoes	2,250	[1] 100,000	*AA
	Special limit: Cabotage in Germany		600,000	
T2	ERRORS & OMISSIONS	2,250	200,000	*CA
	Road Vehicles, yachts/boats & Temperature Controlled Cargo	2,250	100,000	*AA
	T2:4.7 Valuable Cargoes	2,250	100,000	*AA
T3	THIRD PARTY LIABILITIES	1,000	250,000	
	Carrying Equipment	2,500	250,000	
T4	FINES & DUTY	2,250	200,000	*CA
	Road Vehicles, yachts/boats & Temperature Controlled Cargo	2,250	100,000	*AA
	T4:6.2 Valuable Cargoes	2,250	100,000	*AA
T5	COSTS	NIL	250,000	
	T5:1.1 Mitigation	See T5:5.1	See T5:4.1	
	T5:1.1.1a Misdirection	NIL	250,000	
	T5:1.1.1b Completion of Carriage	NIL	25,000	*AA
	T5:1.1.2 Minimising Claim	See T5:5.1	See T5:4.1	
	T5:1.2 Investigation & Defence	NIL	See T5:4.1	
	T5:1.3 Disposal	NIL	250,000	
	T5:1.4 Quarantine & Disinfection	NIL	250,000	
	T5:1.5 Clean Up Costs	NIL	250,000	*AA
	T5:1.6 GA & Salvage	NIL	250,000	
	T5:1.7 Uncollected Cargo	NIL	25,000	*AA
A1	DISCRETIONARY INSURANCE	NIL	250,000	

### Additional Risks

None

[1] Special Limit of EUR 250,000 in respect of T1:4 Valuable Cargoes shall apply if the requirements of AT&C S0278 "EXCLUSIONS & QUALIFICATIONS", paragraph 3 are complied with.



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## 4. ASSETS – PHYSICAL RISKS

None.

## 5. ADDITIONAL TERMS AND CONDITIONS

### FSU: INTERNAL CARRIAGES

S0101

THIS AT&C APPLIES TO YOUR CARGO LIABILITY CLAUSE

1 A special limit of SDR 8.33 per kilo gross weight of goods lost/damaged applies to claims for loss/damage of cargo arising from a contract of carriage entirely within any one of the republics of the Former Soviet Union - except Estonia, Latvia and Lithuania

2 For the avoidance of doubt, this AT&C applies only where no part of the contract applies outside one republic. It would not for example apply to a through contract of carriage from Germany to Ukraine, even if the part of the carriage which you undertake is entirely within Ukraine

### EXCLUSIONS & QUALIFICATIONS

S0278

#### 1 TIR Carnets

*This paragraph applies to your Fines & Duty Clause*

We do not insure you for any claim or part of any claim made in respect of a TIR Carnet.

#### 2 Misdelivery

*This paragraph applies to your Cargo Liability, E&O, and Fines & Duties Clauses*

We do not insure you for liabilities arising from delivery of cargo to someone not entitled to receive it or breach of customs regulations at the point of delivery unless you meet all the following conditions:

2.1.1 You give written notice to your customer that:

- a. You require a precise address for the delivery of the cargo to the consignee;
- b. You require in writing any instructions necessary to allow the driver to locate the address and identify the consignee;
- c. You require authorisation to be produced by the person accepting the goods to be specified in writing.

2.1.2 You give written notice to your customer that you will not be liable for any consequences arising from failure by your customer to provide the information stated above, or to provide correct information.

2.1.3 You deliver the goods in accordance with the instructions stated.

2.1.4 In the former Soviet Union (excluding Baltic Republics) you receive from the person to whom the goods are delivered authorisation as at 1.3, endorsed with the consignee's stamp.

2.1.5 You note the passport details of the person accepting the cargo, and instruct the driver to verify these from the passport produced by the person taking delivery

If you subcontract this carriage you will use your best endeavours to ensure that your subcontractor complies with paragraph 2.1. above, and in particular you will serve written notice on the subcontractor that compliance is required.



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### 3 Security: Valuable Cargoes

*This paragraph applies to your Cargo Liability Clause*

If you comply with the following requirements, T1:4 will not apply to your liability in respect of cigarettes and spirits, computers and mobile telephones or their electronic components. If you do not comply with any of the following requirements, we may reduce or reject your claim to the extent that it is caused or increased by your failure to do so. This is a decision for the Club Directors.

If you subcontract the movement of the cargo:

3.1.1 the haulier moving the cargo accepts liability, on terms no less onerous than the contractual conditions and any international transport convention applicable to you, for the full value (including duty and taxes)

3.1.2 you obtain written confirmation from the haulier's insurer or broker that the haulier is insured for this liability

3.1.3 the haulier undertakes not to subcontract further any part of the road carriage.

If you move the cargo by your own vehicles you comply with the following and if you subcontract the road carriage you request your subcontractor in writing to comply with the following:

3.2.1 the vehicle is fitted with a theft alarm, an immobiliser and, if practicable, a telephone

3.2.2 the cargo is transported in a box trailer, or a general purpose container without open top or side, unless your customer requires otherwise and agrees to indemnify you for any resulting loss or;

3.2.3 the container or trailer is attached to the vehicle, except when in a port area or on board ship;

When the container or trailer is attached to the vehicle, the vehicle is not left unoccupied unless:

3.3.1 it is in a continuously guarded parking area or

3.3.2 it is necessary due to an emergency, in this case the vehicle should not be left unoccupied for more than half an hour, unless under the order of an authority or due to a road accident.

When the container or trailer is attached to an unoccupied vehicle:

3.4.1 the doors are locked, the windows are closed and the theft alarm and immobiliser are activated

3.4.2 the driver uses best endeavours to have the container or trailer kept under surveillance.

You use your best endeavours to ensure that the cargo is stuffed at the end of the container or trailer furthest from the door;

For carriage by sea, if it is necessary to store the container in the port area, you use your best endeavours to ensure that the storage is door to door with another container, and on at least the second tier of any stack;

Any discrepancies in the quantity of the cargo are notified immediately to customs or other competent authority

If the cargo is destroyed by an accident such as fire, explosion or collision, you use your best endeavours to obtain a report from customs or other competent authority to confirm that the cargo is destroyed.

### **OWNED/LEASED/RENTED VEHICLES**

**T23B709201**

**THIS AT&C APPLIES TO ALL CLAUSES IN RESPECT OF YOUR HAULAGE OPERATIONS**

1. You are insured in respect of carriages effected by vehicles that you own, lease or rent provided that:

1.1 way-bills are issued in your name;

1.2 you will provide declarations of trucks you own, lease or rent when requested by the Managers.

### **REPORTING THEFT**

**S0030**

**THIS AT&C APPLIES TO ALL CLAUSES**

Drivers and other employees or sub-contractors will report any loss of cargo due to theft or robbery either to you or direct to a TT Club Office, Correspondent or Network Partner. If you receive such a report from your driver, other employee or sub-contractor you will immediately inform the office specified in this Certificate to which you report your claims, or to us in London.





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All reports will reach us, our Correspondent or Network Partner, within 24 hours of the incident occurring, unless we are satisfied that there are special circumstances which have made this impossible. If such special circumstances apply the report will be made as soon as possible.

This AT&C is subject to G3:2

### INSURED SUBCONTRACTORS

**S0029**

THIS AT&C APPLIES TO YOUR CARGO LIABILITY E&O AND FINES & DUTY CLAUSES

- 1 We insure you for claims arising from your appointment of a subcontractor as long as the subcontractor was insured on the date of the accident for its contractual liabilities to you under applicable obligatory law, and:
  - 1.1 the limit of the subcontractor's insurance was not less than EUR 250,000 and
  - 1.2 the subcontractor's insurance was equivalent in extent to your insurance from us.
- 2 You will obtain, before the date of claim:
  - 2.1 written confirmation from the subcontractor's insurer or broker of the subcontractor's liability insurance or
  - 2.2 a copy of the insurance policy, which you have taken reasonable steps to verify.
- 3 If your subcontractor is insured with lower limits than indicated above, or its cover does not include all the risks included in your policy, our reimbursement in respect of an insured accident will be limited to the risks and limits in your subcontractor's policy.

### RUSSIAN CUSTOMS

**S0089**

THIS AT&C APPLIES TO YOUR FINES & DUTY CLAUSE

- 1 We do not insure you for any liability for customs fines, or otherwise arising from breach of customs regulations, if it is proved that you did not deliver cargo directly on import to Russian Federation to the customs terminal nominated in the carriage documentation. If there is no terminal nominated, or it is otherwise impossible to comply with this requirement, you will agree with Russian customs delivery to a customs terminal and will deliver the cargo in accordance with this agreement.
- 2 This AT&C will not apply if you are prevented from delivering the cargo to the correct terminal, or otherwise complying with customs requirements, only by theft of the cargo

### INTENTIONAL/RECKLESS CONDUCT

**S0102**

THIS AT&C APPLIES TO ALL CLAUSES AND CLARIFIES G1:1.7

- 1 For the avoidance of doubt, G1:1.7 excludes risks arising from your intentional/reckless conduct. By your conduct is meant:
  - 1.1 conduct of a person, or group of people, who have or share a responsibility for the entire operation of the Member company, rather than for a specific function. This may be the Board of Directors, a single Director, the Company Secretary, or someone acting for a Director.
  - 1.2 conduct which is made possible, or caused by, deliberate or reckless delegation or lack of supervision by one of the parties defined at 1.1, amounting to an abandonment (or corruption) of the management function
- 2 Act or neglect by the Member's employee, not coming within the definitions at 1 above, is not caught by the exclusion at G1:1.7



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### REEFER EQUIPMENT

**T23B709202**

THIS AT&C APPLIES TO ALL CLAUSES

1 Reefer carrying equipment which you supply will comply with the following:

1.1 the refrigerator installation will be in working condition at the start of the carriage;

1.2 the equipment will be provided with a temperature recording mechanism - which will be in working condition and activated at the start of the carriage.

2 If you fail to comply with these conditions the Managers may reduce or reject any claim arising from temperature damage to cargo.

3 This AT&C does not apply to liabilities arising from sudden and accidental failure of the refrigerator and/or recording equipment.

## 6. ADDITIONAL INTERESTS

(including JOINT ASSUREDS / CO-ASSUREDS)

As agreed by us.

## 7. APPROVED CONTRACTS

Any law or convention which apply compulsorily and cannot be avoided or limited by contract.

Any TT Club model contract.

Any other contract agreed by us.



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### 8. PREMIUM SCHEDULE

#### (a) Transport Operator

**Cover:** Transport Operator  
**Period:** 01/01/2023 until 31/12/2023  
**Type:** Mutual  
**Premium:** Minimum and Deposit Premium of EUR 10,000

	<b>Adjustment Rates</b>	<b>Adjustment Basis</b>	<b>Estimate (EUR)</b>	<b>Adjustment Date</b>
<b>Information:</b> 30 trucks	0.383%	Gross Freight Receipts	2,610,000	31 December 2023

<b>Instalment(s) Allocation -</b>	<b>Amount (EUR)</b>	<b>Date</b>
1	2,500	Within 30 days of debit note
2	2,500	1st April 2023
3	2,500	1st July 2023
4	2,500	1st October 2023

#### Payment Terms

Payments must be made as stated in this section.  
And if not so stated within 30 days of debit note date.

#### Declarations

Declarations must be received within 28 days of adjustment dates.

#### Tax, Stamp Duty and Bank Charges

Tax, stamp duty and bank charges are for your account.