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TRANSIT CARRIERS SCHEDULE

DATE PRINTED	3 September, 2019	POLICY NUMBER	TC93216025/19
AGENCY	WRIGHT GROUP BROKERS LIMITED T/A WRIGHT INSURANCE BROKERS		
COMPANY	RSA INSURANCE IRELAND DAC RSA HOUSE, DUNDRUM TOWN CENTRE, SANDYFORD RD., DUNDRUM, DUBLIN 16.		
INSURED	O'BRIEN TRANSPORT (NEWBAWN) LIMITED		
PREMISES	MARSHMEADOWS NEW ROSS CO. WEXFORD		
BUSINESS DESCRIPTION	HAULAGE CONTRACTOR		

PERIOD OF INSURANCE

FROM	2 SEPTEMBER 2019	RENEWAL DATE	2 SEPTEMBER 2020
TO	1 SEPTEMBER 2020		

RENEWAL PREMIUM

TOTAL SUM INSURED(which is the maximum sum payable for any claim or series of claims arising out of any one Event)

€1,300,000

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Road Haulage Section

Item

1A	The Irish Road Haulage Association Conditions of Carriage	Insured	2008 edition with a financial liability of € 1,800 per tonne
1B	The Convention on the Contract for the International Carriage of Goods by Road (hereinafter referred to as CMR)	Insured	
1C	The Insured's own Contract Conditions for Road Haulage	Not Insured	Seen and approved by the Company on with a financial liability of
1D	The Road Haulage Association Limited Conditions of Carriage	Not Insured	edition with a financial liability of
2	Full Responsibility	Not Insured	
3	Livestock	Not Insured	

Particulars of the Vehicles

- A) Vehicles owned or operated by the Insured

Insured

The maximum number of Vehicles owned or operated by the Insured referred to in Condition 10 is - not applicable

- B) Vehicles of Subcontractors (including trailers owned or operated by the Insured in the custody or control of Subcontractors)

Insured

Theft by bogus Subcontractor

Not Insured

Limit of Liability per Vehicle

€ 325,000

Total Limit of Liability in respect of all claims arising out of any one Event

€ 325,000

Freight Forwarding Section

Item

1	The Standard Contract Conditions of the Institute of Freight Forwarders Ireland	Not Insured	edition with a financial liability of
2	The Insured's own Contract Conditions for Freight Forwarding	Not Insured	Seen and approved by the Company on with a financial liability of
3	The Standard Conditions (1984) governing FIATA Combined Transport Bills of Lading	Not Insured	
4	International Convention or Statute (but excluding liability where the Insured has specifically contracted under such International Convention or Statute without the prior agreement of the Company)	Not Insured	
5	The Standard Contract Conditions of the Institute of Freight Forwarders Limited	Not Insured	edition with a financial liability of

Theft by bogus Subcontractor Not Insured

Limit of Liability per Consignment
Total Limit of Liability in respect of all
claims arising out of any one Event



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Warehousing Section

Item

- | | | | |
|---|--|-------------|--|
| 1 | The National Association of Warehouse Keepers Conditions of Contract | Not Insured | edition with a financial liability of € |
| 2 | The Road Haulage Association Conditions of Storage | Not Insured | edition with a financial liability of € |
| 3 | The Insured's own Contract Conditions for Warehousing | Insured | Seen and approved by the Company on 2 September 2019 with a financial liability of € 1 per tonne |

Total Limit of Liability in respect of all claims arising out of any one Event

€ 500,000

Location Address(es)

Limit of Liability per Location

Marshmeadows, New Ross, Co. Wexford. € 500,000

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Professional Indemnity Section

Business

Road Haulage Contractor	Insured
Freight Forwarder	Not Insured
Warehouse Keeper	Insured
Warehouse Keeper	Insured

Total Limit of Liability in respect of all claims arising out of any one Event € 100,000

Total Limit of Liability in respect of all claims notified during any Period of Insurance € 100,000

General Memoranda

Memo 1

IF ANY CHANGE TO YOUR POLICY ACCEPTED BY US WOULD (BUT FOR THIS CLAUSE) RESULT IN ADDITIONAL PREMIUM PAYABLE BY YOU OF NOT MORE THAN EUR 25, THEN WE WILL NOT CHARGE YOU IN RESPECT OF SUCH ADDITIONAL PREMIUM.

IF ANY CHANGE TO YOUR POLICY ACCEPTED BY US WOULD (BUT FOR THIS CLAUSE) RESULT IN A REFUND OF PREMIUM TO YOU OF NOT MORE THAN EUR 25, THEN WE WILL NOT BE OBLIGED TO MAKE SUCH A REFUND TO YOU.

Memo 2

THIS INSURANCE IS EXTENDED TO INCLUDE DAMAGE TO TRAILERS BELONGING TO THE INSURED OR FOR WHICH THEY ARE RESPONSIBLE

PROVIDED THAT

- A) THE MAXIMUM NUMBER OF TRAILERS IS 50 OWN TRAILERS AND 1 THIRD PARTY TRAILER
- B) THE MAXIMUM LIABILITY OF THE COMPANY IN RESPECT OF ANY ONE OWN TRAILER IS € 65,000 AND ANY ONE THIRD PARTY TRAILER IS €80,000
- C) THE MAXIMUM LIABILITY OF THE COMPANY IN RESPECT OF ALL OWN TRAILERS IS € 550,000 AND ALL THIRD PARTY TRAILERS IS €80,000
- D) THE INSURED'S CONTRIBUTION IS € 650 INCREASED TO €1,250 WHILST TIPPING
- E) THE COMPANY SHALL NOT BE LIABLE IN RESPECT OF
 - 1) DAMAGE CAUSED BY OR ARISING FROM
 - A) WEAR AND TEAR OR GRADUAL DETERIORATION SCRATCHING BRUISING OR DENTING

B) MECHANICAL OR ELECTRICAL BREAKDOWN OR DERANGEMENT

2) DAMAGE TO TYRES BY ROAD PUNCTURES CUTS OR BURSTS UNLESS CAUSED BY COLLISION OR OVERTURNING OF THE TOWING VEHICLE

F) THIS INDEMNITY PROVIDED BY EXTENSION IS SUBJECT TO THE UNDERINSURANCE CONDITION
SUBJECT OTHERWISE TO THE TERMS OF THIS POLICY

Memo 3

THE INTEREST OF OBT LOGISTIC SP. Z.O.O. AND TRM LOGISTICS LIMITED IS HEREBY NOTED ON THE POLICY

SUBJECT OTHERWISE TO THE TERMS OF THE POLICY

Memo 4

DRIVERS PERSONAL EFFECTS

THE INDEMNITY PROVIDED BY THIS POLICY IS EXTENDED TO INDEMNIFY THE DRIVER OF ANY VEHICLE OWNED OR OPERATED BY YOU FOR DAMAGE TO CLOTHING AND PERSONAL EFFECTS INCURRED WHILST SUCH DRIVER IS ENGAGED IN BUSINESS ON YOUR BEHALF PROVIDED THAT

A) THE EVENT LIMIT APPLICABLE TO THIS EXTENSION IS €1,000

B) WE WILL NOT PAY CLAIMS FOR DAMAGE CAUSED BY OR ARISING FROM WEAR AND TEAR

C) THE EXCESS APPLICABLE TO THIS EXTENSION IS €130

SUBJECT OTHERWISE TO THE TERMS OF THIS POLICY.

Memo 5

ROAD HAULAGE SECTION – GENERAL EXCLUSION 1F

GENERAL EXCLUSION 1F IS HEREBY DELETED.

VEHICLE SECURITY REQUIREMENT

APPLYING TO THE KNOWING OR WITTING CARRIAGE OF COMPUTERS (AS DEFINED IN GENERAL EXCLUSION 1F) IN OR ON VEHICLES OWNED OR OPERATED BY THE INSURED

NO CLAIM WILL BE ADMITTED FOR THEFT OF OR FROM ANY VEHICLE WHICH IS NOT INDIVIDUALLY ATTENDED

THE ABOVE SECURITY REQUIREMENT DOES NOT APPLY TO COMPUTERS (AS DEFINED IN GENERAL EXCLUSION 1F) COMPRISING PART OF A GROUPAGE OR PART LOAD PROVIDED THAT SUCH PROPERTY

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DOES NOT EXCEED 25 PER CENT OF THE TOTAL WEIGHT OR VOLUME OF THE LOAD WHICHEVER IS THE LESS

SUBJECT OTHERWISE TO THE TERMS OF THIS POLICY.

Memo 6

ROAD HAULAGE SECTION – GENERAL EXCLUSION 1E

GENERAL EXCLUSION 1E IS HEREBY DELETED.

VEHICLE SECURITY REQUIREMENT

APPLYING TO THE KNOWING OR WITTING CARRIAGE OF PROPERTY (AS DEFINED IN GENERAL EXCLUSION 1E) IN OR ON VEHICLES OWNED OR OPERATED BY THE INSURED

NO CLAIM WILL BE ADMITTED FOR THEFT OF OR FROM ANY VEHICLE WHICH IS NOT INDIVIDUALLY ATTENDED

THE ABOVE SECURITY REQUIREMENT DOES NOT APPLY TO PROPERTY (AS DEFINED IN GENERAL EXCLUSION 1E) COMPRISING PART OF A GROUPAGE OR PART LOAD PROVIDED THAT SUCH PROPERTY DOES NOT EXCEED 25 PER CENT OF THE TOTAL WEIGHT OR VOLUME OF THE LOAD WHICHEVER IS THE LESS

SUBJECT OTHERWISE TO THE TERMS OF THIS POLICY

Memo 7

THE INSURED'S CONTRIBUTION IS €320

SUBJECT OTHERWISE TO THE TERMS OF THIS POLICY

Memo 8

THE TERRITORIAL LIMITS UNDER THIS SECTION ARE EXTENDED TO INCLUDE NEAR MAINLAND EUROPE - DEFINED AS:

ANDORRA, AUSTRIA, BELGIUM, DENMARK, FRANCE, GERMANY, GIBRALTAR, ITALY, LIECHTENSTEIN, LUXEMBURG, MONACO, NETHERLANDS, NORWAY, PORTUGAL, SPAIN, SAN MARINO, SWEDEN, SWITZERLAND, FINLAND, POLAND, THE CZECH REPUBLIC, THE SLOVAK REPUBLIC, HUNGARY, LITHUANIA, ESTONIA, LATVIA, GREECE AND EUROPEAN TURKEY

PROVIDED THAT NO LIABILITY SHALL BE ACCEPTED BY THE COMPANY IN RESPECT OF THEFT OF OR FROM ANY VEHICLE LEFT UNATTENDED WHILST IN ITALY

SUBJECT OTHERWISE TO THE TERMS OF THE POLICY

Memo 9

DATA RECOGNITION EXCLUSION

THE INDEMNITY WILL NOT APPLY IN RESPECT OF DAMAGE LIABILITY LOSS OR EXPENSE OF WHATSOEVER NATURE DIRECTLY OR INDIRECTLY CAUSED BY OR ARISING FROM

A) THE FAILURE OF A SYSTEM

B) THE TAKING OF OR FAILURE TO TAKE ANY CORRECTIVE OR OTHER ACTION IN CONNECTION WITH THE ACTUAL OR POSSIBLE FAILURE OF A SYSTEM

DEFINITIONS

FOR THE PURPOSES OF THIS EXCLUSION THE EXPRESSION

1. FAILURE OF A SYSTEM MEANS THE FAILURE OR INABILITY OF ANY SYSTEM TO
 - A) CORRECTLY RECOGNISE OR UTILISE ANY DATA CONCERNING A DATE AS BEING SUCH CALENDER DATE AS THE DATA IS INTENDED TO REPRESENT
 - B) OPERATE AS A RESULT OF ANY COMMAND PROGRAMMED IN TO THE SYSTEM UTILISING ANY DATE
2. SYSTEM INCLUDES COMPUTERS AND/OR OTHER COMPUTING AND ELECTRONIC AND MECHANICAL EQUIPMENT LINKED TO A COMPUTER AND/OR HARDWARE AND/OR SOFTWARE AND/OR PROGRAMS AND/OR DATA AND/OR ELECTRONIC DATA PROCESSING EQUIPMENT AND/OR MICROCHIPS AND/OR ANYTHING WHICH RELIES ON A MICROCHIP FOR ANY PART OF ITS OPERATION
3. MICROCHIP INCLUDES INTEGRATED CIRCUITS AND MICROCONTROLLERS

SUBJECT OTHERWISE TO THE TERMS OF THIS POLICY

Memo 10

THE PREMIUM(S) DETAILED BELOW ARE BASED ON THE UNDERNOTED ANNUAL ESTIMATE(S) THE INSURED SHALL DECLARE TO THE COMPANY AT THE EXPIRY OF EACH PERIOD OF INSURANCE THE ACTUAL FIGURE(S) FOR EACH CATEGORY BELOW THE PREMIUM(S) SHALL THEN BE ADJUSTED RETROSPECTIVELY AND THE DIFFERENCE PAID BY OR ALLOWED TO THE INSURED

<u>PREMIUM</u>	<u>CATEGORY</u>	<u>ESTIMATE</u>
	IRHA	
	CMR	
	THIEF ATTRACTIVE PROPERTY	
	IRHA (SUBCONTRACTORS)	
	PI	
	STORAGE	

MINIMUM RETENTION BY THE COMPANY ON ADJUSTMENT €10,185.00

Memo 11

WAREHOUSING SECTION – ITEM 3 (OWN CONDITIONS - FULL RESPONSIBILITY COVER)

FULL RESPONSIBILITY IS ADDED TO THE INSURED CONTRACTS COVERED FOR WAREHOUSING

PROVIDED THAT IN RESPECT OF SUCH CARGO:

- A) THE DEFINITION OF FULL RESPONSIBILITY IS:

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A CONTRACT FOR WAREHOUSING WHERE YOU:

1. DO NOT USE CONTRACT CONDITIONS AND DO NOT WISH TO RESTRICT YOUR LIABILITY FOR LOSS OR DAMAGE TO COMMON LAW OR
 2. USE CONTRACT CONDITIONS BUT DO NOT WISH TO RESTRICT YOUR LIABILITY FOR LOSS OR DAMAGE BY APPLICATION OF THEIR TERMS
- B) THE EXCESS IS €2,500
- C) WHERE AT THE TIME OF ANY LOSS OR DAMAGE THE TOTAL VALUE OF SUCH CARGO AT THE WAREHOUSING SITE EXCEEDS THE RESPECTIVE SUB-LIMIT WE WILL NOT PAY MORE THAN THE PROPORTION OF THE CLAIM THAT SUCH SUB-LIMIT BEARS TO THE TOTAL VALUE OF ALL SUCH CARGO AT SUCH WAREHOUSING SITE.

IN ANY CASE WE WILL NOT PAY MORE THAN:

1. THE VALUE OF THE LOST OR DAMAGED CARGO OR
2. THE COST OF REPAIRING OR RE-INSTATING THE LOST OR DAMAGED CARGO OR
3. THE VALUE OF ANY PART OF THE CARGO WHICH IS ACTUALLY LOST OR DAMAGED REGARDLESS OF WHETHER IT AFFECTS THE VALUE OF OTHER PARTS OF THE CARGO

SUBJECT OTHERWISE TO THE TERMS OF THE POLICY

Memo 12

WAREHOUSING – WALLED OR FENCED COMPOUNDS

THE DEFINITION OF WAREHOUSING IS RE-STATED AS FOLLOWS:

THE ARRANGEMENT AND/OR UNDERTAKING BY YOU OF THE STORAGE OF CARGO

IN BUILDINGS AND/OR IN THE OPEN WITHIN WALLED OR FENCED COMPOUNDS

AT THE SITE(S) SHOWN IN THE SCHEDULE INCLUDING:

- A) INCIDENTAL LOADING OR UNLOADING OF ANY VEHICLE OR CONVEYANCE
- B) INCIDENTAL MOVEMENTS WITHIN OR BETWEEN SITES SHOWN IN THE SCHEDULE
- C) STOCK ROTATION AND INVENTORY MANAGEMENT
- D) ORDER PICKING AND/OR PACKING BUT EXCLUDING:
 - 1) CO-PACKING; PACK OR PRODUCT ASSEMBLY
 - 2) BAGGING, BOTTLING, CANNING, DRUMMING OR ANY SIMILAR ACTIVITY

YOU ARE NOT COVERED FOR ANY CLAIM IN RESPECT OF CARGO STORED IN THE OPEN WITHIN WALLED OR FENCED COMPOUNDS:

- A) FOR THEFT UNLESS AT THE TIME OF SUCH THEFT ENTRY TO OR EXIT FROM THE COMPOUND WAS CONTROLLED BY EITHER LOCKED GATES OR BY YOUR ON-SITE SECURITY GUARDS.
- B) UNLESS YOU HAVE PREVIOUSLY ADVISED YOUR CUSTOMER IN WRITING THAT THEIR CARGO WILL BE STORED IN THE OPEN.
- C) FOR DAMAGE OR LIABILITY CAUSED BY OR ARISING FROM ATMOSPHERIC OR CLIMATIC CONDITIONS.

SUBJECT OTHERWISE TO THE TERMS OF THE POLICY



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