

**90 Fenchurch Street
London EC3M 4ST**

T +44 (0)20 7338 0150
E itic@thomasmiller.com
www.itic-insure.com
[@ITICLondon](https://twitter.com/ITICLondon)

CERTIFICATE OF ENTRY 8437

In the name of:

**McLarens Logistics Ltd
25A , Cambridge Terrace
Colombo 7
Sri Lanka**

We confirm that McLarens Logistics Ltd have been accepted as a member of ITIC and entered in the register of members as the senior member.

The insurance provided by ITIC is subject to the Rules 2021, the Memorandum and Articles of Association of the Club and English law. All Rules under Parts 1, 5, 6, 7, 8, 9, 10 and 11 apply to this certificate of entry. Specific Rules in Parts 2, 3 and 4 apply as noted in the terms and conditions to this certificate of entry.

Your period of insurance is:

15th July, 2021 to 14th July, 2023 and your account year commences 0.00 G.M.T. 15th July, 2021

Your insurance broker, subject to Rule 31, is noted as :

None

This certificate of entry supersedes any previous certificates of entry and endorsements relating to insurance provided to you by ITIC. Words and phrases used in this certificate of entry and any subsequent endorsements shall have the same meaning as those given to them in Rule 34, unless inconsistent with the subject or context. Your attention is drawn to Rule 1.1 which lists those sections of the Insurance Act 2015 which are excluded from your cover.

TERMS AND CONDITIONS

1.0 Nature of Cover

Your insurance under Part 2 of the Rules, professional indemnity insurances, is on a claims made policy as described in Rule 3.1.

Your insurance under Part 3 of the Rules, cargo and related liabilities, is also on a claims made policy as described in Rule 9.1.

2.0 Insured Risks and Services

2.1 When you provide the following services, either directly or through your subcontractors:

ship agent, agent for NVOCC

you are insured (unless otherwise stated) under Part 2 of the Rules, professional indemnity insurances, for:

liability for negligent performance	Rule 2.1 (a)
liability for fraudulent acts of employees	Rule 2.1 (b)
liability for libel, slander etc	Rule 2.1 (c)
liability for loss of documents	Rule 2.1 (d)
liability for breach of warranty of authority	Rule 2.1 (e)
liability as an unintentional principal	Rule 2.1 (f)
liability of principals attaching to agents	Rule 2.1 (g)
liability to authorities	Rule 2.1 (h)
damages	Rule 2.2
costs	Rule 2.3

subject to the exclusions and qualifications Rules 3 and 13

2.2 When you provide the services listed below, either directly or through your subcontractors, using as the main mode of transport that stated (and other modes if incidental) and within the geographical area also stated

<u>Services</u>	<u>Transport mode</u>	<u>Geographical area</u>
forwarding agent	not applicable	Sri Lanka
freight forwarder	sea, air, river, road	worldwide
NVOC	sea, air, river, road	worldwide

you are insured (unless otherwise stated) under Part 3 of the Rules, cargo and related liabilities, for:

liability for physical loss of or damage to cargo	Rule 4
liability for delays and other financial losses	Rule 5
third party liabilities	Rule 6
liabilities for fines, penalties and duty	Rule 7
costs	Rule 8.1

subject to the exclusions and qualifications Rules 9 and 13

2.3 Under part 4 of the Rules, ancillary insurances, you are insured (unless otherwise stated) for:

additional legal expenses insurance and debt collection	Rule 10	NOT INSURED
discretionary insurance	Rule 11	all insured services
loss of commission	Rule 12	NOT INSURED
cash in transit/money	Rule 12	NOT INSURED
subject to the exclusions and qualifications	Rule 13	

3.0 Limits of liability

Subject to Rule 1.6:

3.1	Your general limit of liability each occurrence is:	USD 250,000
3.2	Except that a special limit of liability each occurrence will apply to:	
	(a) Claims under Rules 4 and 6:	USD 100,000
	and in total each account year:	USD 200,000
	(b) Claims under Rule 5 and in total each account year:	USD 50,000
	(c) All claims under Rule 2.1(g) and 2.1(h) for which the general limit of liability at paragraph 3.1 shall be in total each account year.	

4.0 Deductibles

Subject to Rule 1.5:

4.1	Your general deductible each occurrence is:	USD 2,500
4.2	Except that a special deductible each occurrence will apply to:	
	(a) Refrigerated cargo claims:	USD 15,000
	(b) One deductible shall be applied to each complete port discharge for all claims under Rules 2.1(g) and 2.1(h).	

5.0 Other terms and conditions

- (a) CLARIFICATION WORDING - The deliberate release of cargo without presentation of the relevant original bill of lading is a commercial risk taken by the agent or carrier and is not an error or omission that would be the subject of a professional indemnity insurance policy. You are not insured for claims made directly or indirectly by the holder of a bill of lading where cargo has been delivered without prior presentation of the relevant original bill of lading unless you can show that you reasonably believed the relevant original bill of lading had been presented and that the delivery was solely the result of a negligent act or omission.

- (b) Notwithstanding the provisions of Rules 3.1 and 9.1, the Club shall not be liable for any claim notified during the period of insurance if the act, omission, or circumstances giving rise to the claim occurred prior to 15th July, 2011.
- (c) Warranted that there are no known or reported claims or circumstances likely to give rise to a claim as at 15th July, 2011.
- (d) Notwithstanding the provisions of Rules 3.1 and 9.1, the Club shall not be liable for any claim relating to the insured service of "agent for NVOCC" notified during the period of insurance if the act, omission, or circumstances giving rise to the claim occurred prior to 8th May, 2013 or as an NVOCC if the act, omission, or circumstances giving rise to the claim occurred prior to 28th May, 2019.
- (e) Notwithstanding the provisions of Rules Rules 3.1 and 9.1, the Club shall not be liable for any claim notified by Specialized Shipping Services Pvt Ltd during the period of insurance if the act, omission, or circumstances giving rise to the claim occurred prior to 1st June, 2015 or Interocean Containers (Pvt) Ltd if the act, omission, or circumstances giving rise to the claim occurred prior to 28th May, 2019.
- (f) Subject to Rule 4.2, you are only insured for risks under Rule 4, liability for physical loss or damage to cargo, liability for delays and other financial losses, for breach of contract if your liability arises out of:
 - a) your standard trading conditions as approved by the Managers
 - b) any trading conditions approved by your national trading association
 - c) the FIATA or COMBICON bills of lading
 - d) your own bill of lading approved by the Managers.

6.0 Joint members

Subject to Rule 15 the following firms are noted as Joint Members:

- | | |
|--|---|
| (a) Specialised Shipping Services Pvt Ltd
Sri Lanka | (b) Interocean Containers (Pvt) Ltd
Colombo
Sri Lanka |
|--|---|

7.0 Claims notification

Subject to Part 6 of the Rules, all notifications of claims to be made to:

International Transport Intermediaries Management Company Ltd

90 Fenchurch Street

London EC3M 4ST

Tel: +44 (0)20 7338 0150

Email: ITIC@thomasmiller.com

For further information please go to our website at www.itic-insure.com and follow the link to Claims