

TRANSPORTATION SPECIALIST LEGAL LIABILITY INSURANCE POLICY

Policy No. 2024 - MF000965-MFF/03/000

Insured	: TRANS-MAKER CO.,LTD
Address	: 41/2 SOI ATHAKRAVI 1, RAMA 4 ROAD, KLONGTON, KLONGTOEY, BANGKOK 10110
Period of Insurance	: From: January 1, 2024 at 00.00 hours. To: December 31, 2024 at 24.00 hours.
Retroactive Date (for Errors & Omissions)	: 1 October 2020 at 12.00 hrs
Cover	: The Insurer agrees subject to the terms, conditions, limits of liability, deductibles, and exceptions contained herein or in the Policy, or endorsed or otherwise expressed hereon, to indemnify the Insured in relation to liability arising from the insured services, under the Coverage(s) below.
Coverage	
A) Cargo Liability	: To cover Insured's business activities arising from or relating to the issuance and services of: - 1)FIATA B/L,HBL,HAWB, Master Direct BL, Master Direct AWB as principle or Parent's Company B/L,HAWB as approved by the Insurer for export shipments or 2)The issuance of the Insured's agent HBL or HAWB as approved by the Insurer, MBL,MAWB as principle for import shipments or 3) Any international transport convention or compulsory national law or 4)Standard trading condition approved by a national association of freight forwarder, road haulers or warehousemen 5) Any other contract that has been declared and approved by the Insurer and listed in the policy schedule 6) Customs formality services not related a contract of carriage The coverage shall include any incidental packing, trucking and/or warehousing related to the issuance of FIATA Bill of Lading or the Insured's House Bill of Lading or House Airway Bill or Master Direct BL, Master Direct AWB as principle,
Extensions	
B) Errors & Omissions	: To cover claim first made against the Insured & reported to the Insurer during the policy period with regard to financial loss of its customer arising from Insured's negligent act, error and/or omission committed in the conduct of Insured Services.
C) Third Party Liability	: To pay claims which Insured becomes legally obligated to pay for accidental death, bodily injury, or illness of any third party, and physical loss or damage to third party's property not in Insured's physical care & custody in the conduct of Insured Service.
D) Customs Liability	: To cover claims for fines, penalties and confiscation of property imposed by any covered authority for negligent and unintentional breach of import or export regulations. The fines and penalties are limited to ADDITIONAL customs duty, sales tax and/or other monetary charges that would not have been due if Insured had not committed such negligent/ unintentional breach.
Supplementary payments Extension :	Completion of carriage caused by insolvency or financial default of the owners or operators of the vessel Costs, additional to costs which you would have incurred in any event, incurred to complete your contractual obligation transport the cargo to the place of delivery – and arising solely from the failure of your subcontractor (or person acting on its behalf) The following expenses are collectively covered up to Baht 500,000 in the annual aggregate:

Limits of Insurance

A) Cargo Liability : **Baht 15,000,000.-** each accident/occurrence and in aggregate but following **Special Cargo** and hazardous cargo (IMDG) are subject to the limit of **Baht 2,000,000** each accident/ occurrence:-

Special Cargo are below,

- o tobacco or tobacco products
- o beer, wine or other alcoholic beverages
- o furs or garment trimmed with fur
- o bona fide works of art

B) Errors & Omissions : **Baht 2,500,000.-** each accident/occurrence and in aggregate

C) Third Party Liability : **Baht 15,000,000.-** each accident/occurrence and in aggregate

D) Customs Liability : **Baht 2,500,000.-** each accident/occurrence and in aggregate

Total Annual Policy Limit : **Baht 20,000,000.-** in aggregate per member

Deductibles : **Section A) Baht 20,000** each Accident/Occurrence
 (Hazardous/Temperature Controlled Cargoes, where deductible is 10% of claim, subject to a minimum of Baht 100,000 for each and every loss)
Section B) Baht 50,000 each accident/occurrence
Section C) Baht 25,000 each accident/occurrence
Section D) Baht 25,000 each accident/occurrence

Conditions : As per KWI's Transportation Specialist Legal Liability Insurance wording ("**occurrence**" basis except E&O being "**claim made**" basis), including the following additional clauses:

- Institute Radioactive Contamination Chemical Biological Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03
- Marine Cyber Exclusion LMA 5402
- Terrorism Exclusion Endorsement NMA 2920
- Sanction Limitation and Exclusion Clause LMA 3100 Amended
- Communicable Disease Exclusion LMA 5395
- Nuclear Energy Risks Exclusion Clause Amended 01.01.89
- Paramount War and Strikes Cancellation Clause
- Cyber Loss Limited Exclusion Clause LMA 5410 (6/3/2020)

Subject to the following:

Insured Services :

Operations – Customs broker, Freight forwarder, Consolidator, MTO, NVOCC, NAOCC Including Import&Export haulage (Cross bordering Country), Rail Import&Export

Excluded Cargoes – Bulk, Project Cargo, Jewellery or precious stones, Currency, coins, bank notes or bullion, Gold, silver, platinum, or other precious metals or alloys, Accounts, bills, deeds, bonds or other evidence of debt, or Securities, Live Animals

Excluding domestic Standalone Trucking services

Project Cargo is defined as a single item that is not shipped within a 20' or 40' general purpose container

Bulk Cargo is defined as is commodity cargo that is transported unpackaged in large quantities and shipped via Bulk Carrier Ship

Hazardous Cargo – Movement and handling of hazardous cargo are subject to:

1. Requirements of current International Maritime Dangerous Goods (IMDG) code,
2. Insured must be licensed & comply with the conditions laid down by the respective authorities in Thailand.

Jurisdiction and Governing Law : Thailand