

Marine Cargo Policy

Policy Number RIGCAR51210001

C.H. Robinson Company (Canada) Ltd.



Roanoke Insurance Group Inc.

Below is a guide of steps that need to be taken once you've been made aware of a loss:

SUBMIT CLAIM: Follow the instructions below and submit all available documents to your Insurance Broker at InsuranceClaims@roanokegroup.com

PAY ATTENTION TO PACKAGING: Pay close attention to the condition of the exterior packaging. Make written notations on all shipping receipts if there are any irregularities, even if they are minor. Verify that the seal numbers on containers match the document numbers, be sure to note when a seal is broken and be aware of the possibility that cargo may have been pilfered. Preserve all packing, damaged goods and seals until further advised. Be specific and take photos if possible.

MITIGATE THE LOSS: Protect cargo from any further loss or damage by:

1. Separating wet cargo from dry cargo
2. Re-packing to prevent further loss or damage
3. Moving goods to a secure location

CONTACT SURVEYOR FOR CLAIMS OUTSIDE OF CANADA AND THE US: Contact a Lloyd's approved surveyor to assess the loss/damage when necessary. If you are unable to locate an approved surveyor, please contact Roanoke Claims Services at InsuranceClaims@roanokegroup.com or 1-800-ROANOKE. Surveyors are not settling agents nor affiliated with insurers. They act independently to report the facts to insurers and have the responsibility to determine the amount of loss. Often, the surveyor may not be able to collect all the necessary documents required to finalize the claim. The Appointed Licensed Claims Adjuster will contact the necessary parties to obtain additional documents in support of the loss.

IMMEDIATELY NOTIFY CARRIER(S): Write to all carriers stating that a claim is being filed against them.

TIME LIMITATIONS FOR PLACING CARRIERS ON NOTICE

Ocean	As soon as possible (maximum 3 days for concealed damage). Must file & conclude claim within 1 year from date of discharge, or file suit to protect time.
Air	<i>Visible Damage:</i> 7 days from time of delivery. <i>Concealed Damage:</i> 14 days from time of delivery. <i>Non-Delivery:</i> 120 days from date goods should have been delivered.
Truck/Rail	As required by the trucker's bill of lading, but typically 9 months from the delivery date for interstate truck or rail carriers.
Local Truck	Four months from the delivery date on local intrastate Truckers.

DOCUMENTATION: Retain all copies of the Ocean, Air and/or Inland Bills of Lading, Delivery Receipts, Customs entries and other shipment documentation. The following documents are required with the submission of your cargo claim:

- Proof of Insurance (i.e., Original Certificate of Insurance, Multi-Declaration Report form)
- Commercial Sales Invoice(s) for the entire shipment
- Non-Negotiable copies of all Truck Bills of Lading, as well as Ocean Bills of Lading/Air Waybills (front & back)
- Claim statement listing exact amount being claimed, including claimant's signature
- Copy of letter(s) to carrier(s) giving notice of claim, and their replies (when received)
- Copies of all Delivery Receipts at each point in transit, with exceptions noted thereon
- Survey Report (when applicable)
- Repair estimates (when applicable)
- Loading & Unloading Tally Sheets (when applicable)
- Equipment Interchange Receipt or other document noting the container seal number (when applicable)
- Customs Entry Form (for import shipments)
- Photographs of Damage (when applicable)
- Carrier's confirmation of non-delivery (when applicable)

SALVAGE: Retain **all** salvageable products until advised otherwise by surveyor or insurance company.

INTENTION FOR AIF TO BIND CLAUSE

Whereas Lloyd's Underwriters have been granted an order to insure in Canada risks under the Insurance companies Act (Canada) and are registered in all provinces and territories in Canada to carry on insurance business under the laws of these jurisdictions or to transact insurance in these jurisdictions.

And whereas applicants for insurance coverage in respect of risks located in Canada and Canadian Cedants wish that Lloyd's insurance and reinsurance coverage be provided in a manner that requires Lloyd's Underwriters to vest assets in trust in respect of their risks pursuant to the Insurance Companies Act (Canada);

This contract shall be in force and shall be the governing contract pending the decision by Lloyd's Underwriters' attorney and chief agent in Canada (the "AIF") to confirm coverage in accordance with both the terms and conditions set out in this contract and applicable Canadian law;

The AIF shall confirm Lloyd's Underwriters' coverage by signing in Canada a policy that will contain the terms and conditions set out in this contract (the "Canadian Policy"), and by communicating from Canada the issuance of that policy to the policyholder or his broker;

This contract shall cease to have effect upon the communication by the AIF from Canada of the Canadian Policy to the policyholder or his broker, and the Canadian Policy will replace and supersede this contract.

LMA5180
01 November 2011

INSURING IN CANADA CLAUSE

For the purpose of the *Insurance Companies Act* (Canada), this Canadian Policy was issued in the course of Lloyd's Underwriters' insurance business in Canada.

The business insured/reinsured herein meets the necessary conditions to qualify as, and is being transacted as, "insuring in Canada a risk" in accordance with Part XIII of the *Insurance Companies Act* (Canada).

LMA5185
01 November 2011

LLOYD'S	MARINE OPEN CARGO INSURANCE Effected with certain Lloyd's Underwriters ("Insurer" or "Underwriters") through Lloyd's Approved Coverholder ("the Coverholder"): Roanoke Insurance Group Inc.
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DECLARATIONS

POLICY NO: RIGCAR51210001

NAME OF CANADIAN INTERMEDIARY: Roanoke Insurance Group Canada, Inc.
 390 Bay Street, 22nd Floor
 Munich Re Centre
 Toronto, ON M5H 2Y2

INSURED NAME: **C.H. Robinson Company (Canada) Ltd.** and/or Subsidiary Companies, Corporations, Firms, or Organizations as may now exist or may become established, hereinafter referred to as the Assured. For account of whom it may concern. Loss, if any, payable to the Assured or order.

As used in the Policy, the term "Assured" also means the person or entity claiming indemnity either as the Named Assured, or any bona fide holder of, or loss payee under, a Certificate of Insurance issued in accordance with Clause 48 of this Policy; however, Underwriters are entitled to make any defense arising out of this Policy which they would have been entitled to make if the claim had been brought by the Named Assured, except as may be otherwise provided in this Policy.

INSURED ADDRESS: **610 Applewood Crescent, Suite 601 Vaughan, ON L4K 0E3 Canada**

PERIOD OF INSURANCE Twelve (12) months cover effective May, 1 2021 12:01 a.m. standard time at the address of the Assured as stated herein and expiring May 1, 2022 12:01 a.m. This insurance to fully cover all sendings departing within the effective dates, but subject to cancellation by either the Assured or Underwriters giving Notice of Cancellation as per the cancellation clause defined herein.

PREMIUM: Premiums shall be payable as per the applicable endorsement(s) noted herein.

LIMITS OF LIABILITY

Underwriters shall not be liable for more than:

USD	100,000	Any one vessel or conveyance per any one account of the Assured, except that in the following cases, this insurance shall not cover more than:
USD	0	Breakbulk cargo on any one vessel subject to an On-Deck bill(s) of lading;
USD	50,000	Any one aircraft or conveyance per any one account of the Assured;
USD	0	Any one barge, except as a connecting conveyance;
USD	0	Any one package by parcel post, mail or similar parcel delivery service;
USD	100,000	U.S. and/or Canada (Intra-Canada and Southbound Cross Border) Domestic Transit - any one land or air conveyance.
USD	50,000	Per any one customer of the Named Insured for shipments of Household Goods & Personal Effects;
USD	75,000	Per any one automobile, motorcycle or boat;
USD	25,000	Per any one shipment consisting of cellular telephones, laptop or tablet computers, computer memory modules, cards or sticks, or computer or electronic components assembled on racks

Deductible **USD 500**

GOODS INSURED

To cover 100% interest upon shipments of lawful goods of every description; however, the following commodities are excluded unless agreed upon in writing by the Insurer: fresh foods, perishables and other temperature controlled goods; pharmaceutical drugs; live animals; flowers; plants; cigarettes; fine arts; cotton; eggs; cash in transit; species; securities and other negotiable papers; bulk products; jewelry and precious stones and metals.

As used in this Policy, the term “shipment(s)” means Goods which are carried under the terms of a single bill of lading or air waybill, irrespective of the quantity or number of containers, packages, or pieces. This definition does not alter or increase the conveyance limits stated in the Limits of Liability clause of this Policy.

GEOGRAPHICAL LIMITS

To and from ports and or places in the World to ports and or places in the World with privilege of transshipment by land and/or water; however shipments to/from **Afghanistan, Iran, Iraq, Libya, Somalia, Syria, Yemen**, and surface shipments to/from **Mexico** (other than as a connecting conveyance), are excluded entirely. Also including domestic shipments within the forty-eight (48) contiguous United States and Canada. All foreign surface transportation (other than as a connecting conveyance) are excluded unless specifically endorsed hereon.

Regardless of the Duration of Risk clauses found elsewhere in this Policy, coverage for shipments to **Haiti, Nigeria, Pakistan, Ukraine** and the **Commonwealth of Independent States (CIS)** ceases upon discharge from the ocean vessel or aircraft.

The insurance contract consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

Date: 4/1/2021



By: _____
Authorized Representative

IDENTIFICATION OF INSURER/ACTION AGAINST INSURER

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndications whose definitive numbers and proportions are shown in the Table attached to Binding Authority No. B1097 ABI 21 1011 (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155 rue Metcalfe, Suite 2220, Montreal, Quebec H3B 2V6.

NOTICE

Any notice to the Underwriters may be validly given to: Roanoke Insurance Group Canada, Inc.
390 Bay Street, 22nd Floor Munich Re Centre Toronto, ON M5H 2Y2

In witness whereof this policy has been signed in Schaumburg, Illinois, USA, as authorized by the Underwriters, by Roanoke Insurance Group Inc.



Signed: _____

The Insured is requested to read this policy, and if incorrect, return it immediately for alteration.

In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to the Canadian licensed intermediary whose name and address appear above. All inquiries and disputes are also to be addressed to this intermediary.

Whereas Lloyd's Underwriters have been granted an order to insure in Canada risks under the Insurance companies Act (Canada) and are registered in all provinces and territories in Canada to canyon insurance business under the laws of **these jurisdictions or to transact insurance in these jurisdictions.**

And whereas applicants for insurance coverage in respect of risks located in Canada and Canadian Cedants wish that **Lloyd's insurance and reinsurance coverage be provided in a manner that requires Lloyd's Underwriters to vest assets in trust** in respect of their risks pursuant to the Insurance Companies Act (Canada);

- a) This contract shall be in force and shall be the governing contract pending the decision by Lloyd's Underwriters' attorney and chief agent in Canada (the "AIF") to confirm coverage in accordance with both the terms and conditions set out in this contract and applicable Canadian law;
- b) The AIF shall confirm Lloyd's Underwriters' coverage by signing in Canada a policy that will contain the terms and conditions set out in this contract (the "Canadian Policy"), and by communicating from Canada the issuance of that policy to the policyholder or his broker;
- c) This contract shall cease to have effect upon the communication by the AIF from Canada of the Canadian Policy to the policyholder or his broker, and the Canadian Policy will replace and supersede this contract.

LSW1549C (July 5, 2018)

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SECTION 1: General Conditions

1. Interest

This insurance is to cover all shipments made by or to the Assured or by or to others for the Assured's account or control, or in which the Assured may have an interest, also to cover all shipments for the account of others on which the Assured may receive instructions to insure or deem themselves responsible to insure, prior to commencement of transit and prior to any known or reported loss or accident. Unless specifically added by endorsement herein, this Policy does not provide any legal liability coverage.

2. Accumulation

Should there be an accumulation of interest beyond the limits expressed in this Policy by reason of any interruption of transit and/or occurrence beyond the control of the Assured, or by reason of any casualty and/or at a transshipping point, and/or on a connecting steamer or conveyances, Underwriters shall hold covered such excess interest and shall be liable for the full amount at risk, but in no event to exceed twice the applicable Policy limit, provided notice be given to Underwriters as soon as known to the Assured.

3. Valuation

A. Commercial Goods and/or Merchandise (under invoice):

Valued at amount of invoice, including all charges therein, plus any prepaid and/or advanced and/or guaranteed freight, if any; or at amounts declared and agreed by Underwriters prior to shipment.

B. Commercial Goods and/or Merchandise (not under invoice):

Valued and insured for the fair market value at place of shipment or arrival, provided such declaration be made prior to shipment. It is further agreed that irrespective of the value insured, claims for repairs shall be payable for the fair market costs of such repairs but in no event for more than the insured value.

In no event shall claims exceed the value declared prior to shipment and declared for premium purposes. Foreign currency to be converted into Canadian dollars at rate of exchange current in New York on date of invoice.

Coinsurance: Underwriters will not pay the full amount of any loss if the actual value of goods insured at the time of loss is greater than the reported value for those goods. Instead, underwriters will pay only the percentage of loss as the reported value bears to the actual value of goods insured according to the valuation clause, less any applicable deductible.

4. Severability Clause

If any part of this agreement is found to be unenforceable or invalid, the remainder of this agreement will continue to be binding.

5. Conveyances, Craft and Lighter

This insurance shall attach on shipments by iron and/or steel vessels (propelled solely by mechanical power), aircraft, metal barges, rail and/or truck, and in all cases, including connecting conveyances. This insurance shall further include transit by craft, raft or lighter to or from the vessel with each craft, raft or lighter to be deemed a separate insurance. The Assured are not to be prejudiced by any agreement exempting lightermen from liability.

6. Carrier

This insurance shall not directly or indirectly benefit or insure any carrier or bailee.

7. Seaworthiness

The seaworthiness of the vessel operating as a common carrier is hereby admitted as between the Assured and Underwriters and the wrongful act or misconduct of the shipowner or his employees causing a loss is not to defeat the recovery by an innocent Assured if the loss in the absence of such wrongful act or misconduct would have been a loss recoverable on this Policy. With leave to sail with or without pilots, and to tow and assist vessels or craft in all situations, and to be towed. The Assured is not to be prejudiced by

the presence of the negligence clause and/or latent defect clause in the Bill(s) of Lading and/or Charter Party.

Whenever the words “ship”, “vessel”, “seaworthiness”, “shipowner” or “vessel owner” appear in the Policy, they are deemed to also include the words “aircraft”, “airworthiness” and “aircraft owner”.

8. Vessel Classification Clause

This insurance covers shipments as specified herein, shipped on:

- A. Metal-hulled, self-propelled vessels which are not over 25 years of age nor less than 1,000 net registered tons and which are classed A1 American Record or equivalent by a member of the International Association of Classification Societies; or
- B. Vessels over 25 years of age but less than 40 years of age, which are approved by Underwriters, and which are not less than 1,000 net registered tons and classed as in (A) above, but only while operating in their regular trades, shall be subject to additional premiums;
- C. Vessels over 40 years of age and/or vessels not classed A1 American Record or equivalent by a member of the International Association of Classification Societies, which are approved by Underwriters, **but only while operating in their regular trades**, shall be subject to additional premiums and the following conditions:
 - 1) An additional deductible of three percent (3%) of the total insured value (subject to a minimum deductible of \$1,000) shall apply;
 - 2) A maximum limit of liability of \$1,000,000 any one vessel shall apply.
- D. Barges (other than as a connecting conveyance), which are approved by Underwriters, **but only while operating in their regular trades**, shall be covered by this insurance even though the Policy Limits for same may otherwise be nil. However, additional premiums and the following special conditions shall apply:
 - 1) An additional deductible of three percent (3%) of the total insured value (subject to a minimum deductible of \$1,000) shall apply;
 - 2) A maximum limit of liability of \$250,000 any one barge shall apply.
- E. But in any case, excluding shipments on:
 - 1) Chartered vessels that are not classed A1 American Record or equivalent by a member of the International Association of Classification Societies;
 - 2) Chartered vessels over 40 years of age;
 - 3) Vessels on break-up voyages;
 - 4) Chartered barges;
 - 5) Vessels built for service on the Great Lakes;
 - 6) Vessels built solely for Military or Naval Service;
 - 7) Vessels built for carriage of dry bulk or liquid bulk cargoes, and which are more than 20 years of age.

The above provisions shall not, however, prejudice any claim hereunder, when presentation of the advice of such claim to Underwriters is the first indication that a transshipment, beyond control of the Assured, has been made by a vessel which is not covered above, provided the appropriate additional premium is paid as soon as practicable thereafter.

9. Average Terms and Conditions

A. “All Risks”:

Unless otherwise specified below, this Policy insures new approved goods against “All Risks” of physical loss or damage from any external cause, except as excluded by the Clauses in Section 8 of this Policy.

However, each claim shall be subject to a USD 500 deductible unless a higher deductible is specified herein.

B. *Special Insuring Conditions:*

Special insuring conditions apply to the goods insured listed below.

1) AUTOMOBILES and MOTORCYCLES and BOATS

- a. It is warranted that the shipper or their representative shall perform a pre-shipment condition inspection with photographs. Should the Insured Shipper fail to conduct the required inspection, coverage shall absolutely exclude scratching, denting, marring and cost of repainting.
- b. No coverage shall be granted hereunder while any vehicle is being operated under its own power, except during loading or unloading operations.
- c. No coverage is provided for goods and/or equipment not permanently installed by manufacturer.
- d. Coverage for empty trailers is absolutely excluded from this Policy.
- e. Coverage for Automobiles, Motorcycles and Boats not shipped in fully enclosed containers and/or fully enclosed trailers shall exclude marring, chipping, scratching, denting and cost of repainting.
- f. Coverage for Boats shipped on trailers shall exclude marring, chipping, scratching, denting, cost of repainting and loss or damage caused by tire damage.

2) HOUSEHOLD GOODS and PERSONAL EFFECTS

- a. Average Clause: This Policy is subject to the condition of average, that is to say, if the Covered Property by this insurance shall, at the time of loss, be of greater value than the sum insured under this insurance, the Insured Shipper shall only be entitled to recover such proportion of the said loss as the sum insured by this Policy bears to the total value of the said goods.
- b. Depreciation: The Company's liability is restricted to the reasonable cost of repair and no claim is to attach for depreciation consequent thereon.
- c. Excluding loss or damage due to moth, vermin, wear, tear and gradual deterioration.
- d. Accompanied Personal Effects: Excluding loss from unattended vehicle.
- e. Property not covered includes the following: loss of or damage to furs, or any cash, notes, deeds, tickets, traveler's checks, jewelry, watches, or similar valuable articles.
- f. Owner Packed Household Goods and Personal Effects: Excluding losses due to marring, chipping, scratching and denting. Also excluding shortages and/or missing goods (unless the entire shipment is not delivered).

3) SERVER RACKS (WHEN CONTAINING COMPUTERS, SERVERS and/or ELECTRONIC COMPONENTS) are insured against "All Risks" of physical loss or damage from any external cause, except as excluded by the Clauses in Section 8 of this Policy.

However, each claim shall be subject to a deductible of ten percent (10%) of the total insured value (subject to a minimum deductible of USD 5,000).

4) USED GOODS

- a. Excluding rust, oxidation, and discoloration.
- b. It is warranted that the shipper or their representative shall perform a pre-shipment condition survey with photographs. Should the Insured Shipper fail to conduct the required survey, coverage shall further absolutely exclude marring, chipping, scratching, and denting.
- c. The Company shall not be liable for more than USD 100,000 on any one conveyance.

SECTION 2: Canada Conditions

The conditions as set out below apply to all of the perils insured by this policy either as STATUTORY CONDITIONS or as contractual conditions as the law may require.

10. Misrepresentation

If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

11. Property of Others

Unless otherwise specifically stated in the contract, the insurer is not liable for loss or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the contract.

12. Change of Interest

The insurer is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy Act* (Canada) or change of title by succession, by operation of law, or by death.

13. Material Change

Any change material to the risk and within the control and knowledge of the insured avoids the contract as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent, and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within fifteen days of the receipt of the notice, pay to the insurer an additional premium, and in default of such payment the contract is no longer in force and the insurer shall return the unearned portion, if any, of the premium paid.

14. Termination

- A. This contract may be terminated,
 - 1) By the insurer giving to the insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;
 - 2) By the insured at any time on request.
- B. Where this contract is terminated by the insurer,
 - 1) The insurer shall refund the excess of premium actually paid by the insured over the *pro rata* premium for the expired time, but, in no event, shall the *pro rata* premium for the expired time be deemed to be less than any minimum retained premium specified; and
 - 2) The refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
- C. Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of the premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- D. The refund may be made by money, postal or express company money order or cheque payable at par.
- E. The fifteen days mentioned in clause 1(a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

15. Requirements After Loss

- A. Upon the occurrence of any loss of or damage to the insured property, the insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11,
- 1) Forthwith give notice thereof in writing to the insurer;
 - 2) Deliver as soon as practicable to the insurer a proof of loss verified by a statutory declaration,
 - a. Giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,
 - b. Stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
 - c. Stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the insured,
 - d. Showing the amount of other insurances and the names of other insurers,
 - e. Showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,
 - f. Showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,
 - g. Showing the place where the property insured was at the time of loss;
 - 3) If required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
 - 4) If required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.
- B. The evidence furnished under clauses 1(c) and (d) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

16. Fraud

Any fraud or willfully false statement in a statutory declaration in relation to any of the above particulars vitiates the claim of the person making the declaration.

17. Who May Give Notice and Proof

Notice of loss may be given and proof of loss may be made by the agent of the insured named in the contract in case of absence or inability of the insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the insured refuses to do so, by a person to whom any part of the insurance money is payable.

18. Salvage

- A. The insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.
- B. The insurer shall contribute *pro rata* towards any reasonable and proper expenses in connection with steps taken by the insured and required under subparagraph (1) of this condition according to the respective interests of the parties.

19. Entry, Control, Abandonment

After loss or damage to insured property, the insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the insurer is not entitled to the control or possession of the insured property, and without the consent of the insurer there can be no abandonment to it of insured property.

20. Appraisal

In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the *Insurance Act* before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.

21. When Loss Payable

The loss is payable within sixty days after completion of the proof of loss, unless the contract provides for a shorter period.

22. Replacement

- A. The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.
- B. In that event the insurer shall commence to so repair, rebuild, or replace the property within forty-five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

23. Action

Every action or proceeding against the insurer for the recovery of a claim under or by virtue of this contract is absolutely barred unless commenced within one year* next after the loss or damage occurs.

*Two years in the Province of Manitoba and the Northwest and Yukon Territories.

Saskatchewan Statutory Condition 14 is repealed. See The Limitations Act, S.S. 2004, c.L-16.1.

24. Notice

Any written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the Province. Written notice may be given to the insured named in the contract by letter personally delivered to the insured or by registered mail addressed to the insured at the insured's latest post office address as notified to the insurer. In this condition, the expression "registered" means registered in or outside Canada.

ADDITIONAL CONDITIONS

25. Notice to Authorities

Where the loss is due to malicious acts, burglary, robbery, theft, or attempt thereof, or is suspected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.

26. No Benefit to Bailee

It is warranted by the Insured that this insurance shall in no way enure directly or indirectly to the benefit of any carrier or other bailee.

27. Pair and Set

In the event of a covered claim for loss of or damage to one or more pieces of a set consisting, when complete for sale or use, of two or more component pieces, the liability of the Company shall be to pay the insured value of the total set.

28. Parts

In the case of loss of or damage to any part of the insured property whether scheduled or unscheduled, consisting, when complete for use, of several parts, the Insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.

29. Sue and Labour

In the event of any imminent or actual loss, it is the duty of the Insured Shipper and their employees and agents to take all reasonable measures to avoid or minimize losses insured against by this Policy and to ensure that all rights against third parties are preserved and exercised. The Company will, in addition to any loss recoverable hereunder, reimburse the Insured Shipper for any charges properly and reasonably incurred in pursuance of these duties.

30. Basis of Settlement

Unless otherwise provided, the Insurer is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

31. Subrogation

The insurer, upon making any payment or assuming liability therefore under this Policy, shall be subrogated to all rights of recovery of the Insured against any person, and may bring action in the name of the Insured to enforce such rights. Where the net amount recovered after deducting the costs of recovery is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportions in which the loss or damage has been borne by them respectively.

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SECTION 3: Additional Coverages

32. General Average

This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause. Such payments shall be payable in full, irrespective of insured or contributory values.

33. Both to Blame

This insurance indemnifies the Assured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by carriers under the said Clause, the Assured agree to notify Underwriters, who shall have the right, at their own cost and expense, to defend the Assured against such claim.

34. Expenses to Inspect, Repackage and Reship

This insurance covers additional expenses to inspect, repackage, and reship goods insured if such expenses are the result of such goods insured being involved in an accident caused by one or more of the risks insured against herein.

35. Debris Removal

This insurance is extended to cover, in addition to any other amount recoverable under this insurance, extra expenses reasonably incurred by the Assured for the removal and disposal of debris of the goods insured, or part thereof, by reason of damage thereto caused by one or more of the risks insured against herein, but excluding absolutely:

- A. Any expenses incurred in consequence of or to prevent or mitigate pollution or contamination, or any threat or liability thereof;
- B. The cost of removal of goods insured from any vessel or craft.

In no case shall Underwriters be liable under this clause for more than 10% of the insured value under this Policy of the damaged goods removed.

36. Landing, Warehousing & Forwarding Charges

Notwithstanding any average warranty contained herein, if this policy in the absence of such warranty would be liable, Underwriters agree to pay for the following: landing, warehousing, forwarding and special charges; any partial loss arising from transshipment; the insured value of any package, piece, or unit totally lost in loading, transshipment or discharge; and for any loss or damage to the goods insured which may be reasonably attributed to discharge of cargo at port of distress.

37. Airfreight Replacement

In the event of a covered claim for loss of or damage to the goods insured, Underwriters agree to pay the costs of air-freighting the damaged parts to manufacturers for repair and return, or the air-freighting of replacement parts from suppliers to destination, even if the goods insured were not originally dispatched by airfreight. In no case, however, shall Underwriters be liable under this clause for more than the original insured value of the insured property.

38. Deliberate Damage by Customs Service

This insurance covers physical loss of or damage to goods insured arising out of the performance of inspection duties of Customs Services or another duly constituted governmental agency.

39. Deliberate Damage/Pollution Hazard

This insurance covers, but only while the goods insured are on board a waterborne conveyance, loss of or damage to goods directly caused by governmental authorities acting for the public welfare to prevent or mitigate a pollution hazard or threat thereof, provided that the accident or occurrence creating the situation which required such governmental action would have resulted in a recoverable claim under the Policy (subject to all of its terms, conditions and warranties) if the goods insured would have sustained physical

loss or damage as a direct result of such accident or occurrence. The coverage afforded hereunder shall not increase the Limits of Liability provided under this insurance.

40. Cargo ISM Forwarding Charges (JC98/023, Dated June 4, 1998)

This insurance is extended to reimburse the Assured, up to the limit of the sum Insured for the voyage, for any extra charges properly and reasonably incurred in unloading, storing and forwarding the goods to the destination to which it is insured hereunder following release of cargo from a vessel arrested or detained at or diverted to any other port or place (other than the intended port of destination) where the voyage is terminated due to either:

- A. To such vessel not being certified in accordance with the ISM Code; or
- B. To a current Document of Compliance not being held by her owners or operators as required under the SOLAS Convention 1974 as amended.

This clause, which does not apply to General Average or Salvage or Salvage Charges, is subject to all other terms, conditions and exclusions contained in this Policy.

41. Fumigation

In the event that any vessel, conveyance, wharf or warehouse is fumigated by order of properly constituted authority and loss or damage to goods insured results therefrom, Underwriters agree to indemnify the Assured for such loss or damage and the Assured agrees to subrogate to Underwriters any recourse that the Assured may have for recovery of such loss or damage from others.

42. Fraudulent Bills of Lading

This insurance covers physical loss or damage to goods insured under this Policy occasioned through the acceptance by the Assured and/or their agents or shippers of fraudulent Bills of Lading and/or shipping receipts and/or messenger receipt.

Also to cover loss or damage caused by the utilization of legitimate bills of lading and/or other shipping documents without the authorization and/or consent of the Assured or their agents.

In no event, however, does this insurance cover loss or damage arising from the shipper's fraud or misstatement.

SECTION 4: Duration of Risk Clauses

43. Transit

Subject to Clause 33A, this insurance attaches from the time the goods insured commence transit and/or are located anywhere incidental to transit and continues during the ordinary course of transit until transportation terminates at final destination or the Assured's interest ceases, whichever occurs first.

For the purpose of this clause, final destination shall be defined as delivery to the Consignee's warehouse or place of storage or any other warehouse or place of storage which the Assured or their employees elect to use either for storage other than during the ordinary course of transit or for allocation or distribution.

Coverage shall further include the risk of loading onto the carrying conveyance or into containers immediately prior to dispatch and unloading from the carrying conveyance or containers immediately after arrival at Assured's or Consignee's premises.

44. Consolidation/Deconsolidation

This insurance is extended to cover the goods insured wherever same is stopped in transit, anywhere in the world, short of final destination, whether prior to loading and/or after discharge from overseas vessel or at any transshipment point for the purpose of consolidation, deconsolidation, packing, repacking, containerization, de-containerization, distribution, redistribution, on or at the premises of freight forwarders, consolidators, truckers, warehousemen, or others anywhere in the world for a period not exceeding sixty (60) days after receipt of the goods insured at such premises.

45. Deviation/Errors and Omissions

This insurance shall not be vitiated by any unintentional error in description of vessel, voyage or interest, or by deviation, over carriage, change of voyage, transshipment or any other interruption in the ordinary course of transit from causes beyond the control of the Assured. Furthermore, this insurance shall not be prejudiced by any unintentional delay or inadvertent omission in reporting hereunder. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to Underwriters as soon as known to the Assured and additional premium paid if required.

46. Change of Destination

In case of voluntary change of destination, deviation and/or delay, within the Assured's control, the goods insured shall be held covered. The Assured agrees to report all such changes as soon as practicable after they have knowledge of them and to pay premium if required, at rates to be agreed.

47. Refused or Returned Shipments

In the event of refusal or inability of the Assured or other consignee to accept delivery of goods insured hereunder, this insurance is extended to cover such shipments subject to original insured value and insuring conditions while awaiting shipment or reshipment and/or return or until otherwise disposed. The Assured agrees to report all such shipments as soon as practicable after they have knowledge of them and to pay premium if required, at rates to be agreed.

48. FOB/FAS Purchases

Coverage commences from the time the goods leave the supplier's factory, warehouse, store or mill, notwithstanding the goods and/or interest may have been purchased Free on Board (FOB), Free Alongside Ship (FAS) or Cost and Freight (C&F), and the Assured subrogating their right of recourse against suppliers for any loss or damage that may occur prior to delivery at the point designated in the applicable FOB, FAS or C&F terms.

49. Termination of Transit (Terrorism) (JC2009/056, Dated January 1, 2009)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

- A. Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the goods insured caused by any act

of terrorism being an act of any person acting on behalf of, or in connection with, any organization which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted or any person acting from a political, ideological or religious motive, such cover is conditional upon the goods insured being in the ordinary course of transit and, in any event, SHALL TERMINATE either:

- 1) As per the transit clauses contained within the Policy, or
- 2) On completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance, or
- 3) On completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the Policy, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
- 4) When the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit, or
- 5) In respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the goods insured from the overseas vessel at the final port of discharge, or
- 6) In respect of air transits, on the expiry of 30 days after unloading the goods insured from the aircraft at the final place of discharge,

Whichever shall first occur.

- B. If this Policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with A above.

SECTION 5: Loss Adjustment Clauses

50. Institute Marine Policy General Provisions Revised (CL.269, Dated October 1, 1982) (Amended)

The following general provisions are incorporated in this contract:

A. *Insurable Interest:*

- 1) In order to recover under this insurance, the Assured must have an insurable interest in the goods insured at the time of the loss.
- 2) Subject to (1) above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

B. *Duty of Assured:*

It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

- 1) to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and
- 2) To ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

C. *Waiver:*

Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the goods insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

51. Constructive Total Loss

No claim for Constructive Total Loss shall be recoverable under this insurance unless the goods insured are reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the goods insured to the destination to which it is insured would exceed its value on arrival.

52. Partial Loss

In case of partial loss or damage insured against by this Policy, a separation of sound and damaged goods insured shall be made and the amount of loss determined by:

- A. An agreed percentage of depreciation, in which event the Assured shall receive such percentage of the insured value of the damaged goods insured, or, if there is no agreement;
- B. Sale of the damaged goods insured, in which event the Assured shall receive the difference between the insured value of the damaged goods insured sold and the proceeds of sale.

53. Institute Replacement Clause (CL.372, Dated December 1, 2008)

In the event of loss of or damage to any part(s) of an insured machine or other manufactured item consisting of more than one part caused by a peril covered by this insurance, the sum recoverable shall not exceed the cost of replacement or repair of such part(s) plus labor for (re)fitting and carriage costs. Duty incurred in the provision of replacement or repaired part(s) shall also be recoverable provided that the full duty payable on the insured machine or manufactured item is included in the amount insured. The total liability of Underwriters shall in no event exceed the amount insured of the machine or manufactured item.)

54. Labels

In case of damage affecting labels, capsules or wrappers, Underwriters, if liable under the terms of this Policy, shall not be liable for more than an amount sufficient to pay the cost of new labels, capsules or wrappers and the cost of reconditioning the goods, but in no event shall Underwriters be liable for more than the insured value of the damaged merchandise.

55. Brands and Trademarks

In case of damage to goods bearing a brand or trademark, the sale of which in any way carries or implies a guarantee of the supplier or Assured, the salvage value of such damaged goods shall be determined after removal of all brands and trademarks. On containers from which the brand or trademark cannot be removed, contents shall be transferred to plain bulk containers. With respect to any merchandise, and/or

containers from which it is impracticable to destroy all evidence of the Assured's connection therewith, Underwriters agree to consult with the Assured with respect to the disposition of said merchandise and/or containers.

56. Demurrage Charges

Should Underwriters instruct the Assured to hold a container, and the Assured is assessed a late penalty and/or demurrage charge for holding the container past the return date, Underwriters will pay the late penalties and/or demurrage charges. The amount Underwriters will pay shall be the charges assessed from the time Underwriters direct the Assured to hold the container until the time Underwriters inform the Assured that the container can be released.

57. Payment on Account

Underwriters agree that where claim papers submitted demonstrate that only the quantum of the claim is in question, they will make a "payment on account" equal to 75% of the lower of the amounts claimed and agreed by Underwriters.

58. Other Insurance

If at the time of loss or damage there is available to the Assured or any other interested party, any other insurance which would apply in the absence of this Policy, the insurance provided for hereunder shall apply only as excess insurance over such other insurance.

59. Service of Suit Clause (Canada) (Action Against Insurer) (LMA5028A, Dated 10 January 2010)

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2.

SECTION 6: Certificates and Reporting

60. Full Value Reporting

If the total value at risk exceeds the limit of liability provided by this insurance, the Assured shall nevertheless, as soon as known, report the full amount at risk to Underwriters and shall pay full premium thereon, in consideration of which the principle of co-insurance is waived by Underwriters.

Acceptance of such reports and premium shall not alter or increase the limit of liability of Underwriters but Underwriters shall be liable for the amount of covered loss up to but not exceeding the applicable limit of liability.

61. Reports of Shipments

Unless otherwise agreed, it is a condition of this insurance that the Assured is to report to the Canadian Intermediary listed in the declarations for transmission to Underwriters, as soon as practicable after becoming known to the Assured each and every shipment and/or interest coming within the terms hereof. Premium shall be paid by the Assured at rates as agreed. Willful failure to make such reports shall render this Policy voidable at Underwriter's option.

62. Authority to Issue Certificates

Authority is hereby granted the Assured to issue Underwriters' Certificates of Insurance hereunder, provided such certificates shall conform to the terms and conditions of this Policy and/or any written instructions that are or may be given by Underwriters from time to time. All such certificates issued shall be countersigned by a duly authorized representative of the Assured.

The Assured hereby agrees to reimburse Underwriters if, by reason of an act or omission of the Assured or its authorized representatives in issuing a Certificate of Insurance, these Underwriters become obligated to pay a claim not otherwise covered by the Policy or an amount in excess of what the Policy undertakes to pay.

63. Letters of Credit

It is agreed that Certificates and/or Policies may be issued hereunder to the Assured to comply with the insurance requirements of any letter of credit and/or sales contract concerned, provided the cover required is not wider than that provided by the current Policy Wording. In the event that wider coverage is required, prior agreement of Underwriters is to be obtained at an additional premium to be agreed.

64. Inspection of Records

Underwriters or their duly appointed representative shall be permitted at any time during business hours during the time this Policy is in force, or within a year after its termination, to inspect the records of the Assured as respects goods insured within the terms of this Policy.

SECTION 7: Other Coverages

65. Import Duty and Freight Payable on Delivery

This insurance also covers the risk of partial loss by reason of perils insured against on freight payable on delivery (unless guaranteed or payable "vessel lost or not lost") and/or on duties imposed on goods imported into the United States or Canada and insured hereunder, it being understood and agreed, however, that when the risk upon the goods continues beyond the time of landing from the overseas vessel, the increased value, consequent upon the payment of such freight and/or duties, shall attach as an additional insurance upon the goods from the time such freight and/or duty is paid or becomes due to the extent of the amounts thereof actually paid or payable.

Any limit of liability expressed in this Policy shall be applied separately to such increased value.

The Assured will, in all cases, use reasonable efforts to obtain abatement or refund of duties paid or claimed in respect of goods lost, damaged or destroyed. It is further agreed that the Assured shall, when Underwriters so elect, surrender the merchandise to the Customs authorities and recover duties thereon as provided by law, in which event the claim under this Policy shall be only for a total loss of the merchandise so surrendered and expenses.

This insurance on freight payable on delivery and/or duty shall terminate at the end of the import movement covered under this Policy, but nothing contained in this clause shall alter or affect any coverage granted elsewhere in the Policy during the storage or transit subsequent thereto.

The Assured agrees that on each shipment insured under this clause, a separate amount shall be reported sufficient to cover said freight and/or duty, upon which premium shall be payable at an agreed percentage of the merchandise premium.

66. FOB/FAS Sales

This insurance is extended to cover shipments originating in Canada and sold by the Assured on FOB, FAS or similar terms. This insurance shall cover such FOB/FAS or similar shipments from the time of leaving store, warehouse or factory at interior point of shipment and continue while in due course of transit to the port of export and while there, until loaded on board overseas vessel or until Assured's interest and responsibility cease in accordance with the terms of sale, whichever shall first occur. The Assured agrees to report the total value of all such shipments and premiums to be paid at rates as agreed.

67. Combined FOB/FAS Sales and Contingency Insurance for Unpaid Vendor

This insurance is extended to cover the Assured's primary interest in shipments originating in Canada and sold by the Assured on FOB, FAS or similar terms. This insurance shall cover such FOB/FAS or similar shipments on a primary basis from the time of leaving store, warehouse or factory at interior point of shipment and continue while in due course of transit to the port of export and while there, until loaded on board overseas vessel or until Assured's interest and responsibility cease in accordance with the terms of sale, whichever shall first occur.

Henceforth, this insurance shall cover on a contingent basis goods sold by the Assured on terms which do not obligate them to provide insurance. If there is loss or damage from a peril insured herein, and

- A. The Assured cannot collect from the consignee or other party because of a refusal or inability to pay;
- or
- B. The Assured has been paid but remains contractually obligated to replace the loss or damaged goods,

Underwriters shall advance to the Assured the amount of loss as provided herein. The Assured shall repay such amount upon remittance of the purchase price by the buyer or otherwise. Goods insured under this coverage shall be valued at the amount of the Assured's invoice, plus freight and other charges (if not included in the invoice).

This insurance is for the sole account of the Assured and in no event is it to insure or benefit buyers, consignees or any other party. **Furthermore, it is a condition precedent to this coverage that the**

Assured shall not divulge the existence of this coverage to any party. Such disclosure shall void coverage provided by this clause.

The Assured shall preserve their rights against the buyer or other parties and, upon receipt of payment from Underwriters, shall subrogate to Underwriters all rights and shall give all assistance, other than pecuniary, in enforcing them. The Assured agrees to report the total value of all such shipments and premiums to be paid at rates as agreed.

68. Contingency Insurance for Assured as Consignee

This insurance is extended to cover shipments made by the Assured on terms under which the Assured is not obliged to furnish cargo insurance.

If goods are covered by other insurance, this insurance shall cover the difference in conditions (any perils not covered by other insurance but which are covered under the terms of this Policy) and any difference between the value insured by other insurance and the value in accordance with the applicable valuation clause of this Policy.

Underwriters will guarantee to the Assured the prompt collection of losses, damages and expenses otherwise coming within the terms and conditions of this insurance in connection with shipments for which the Assured has not been paid. Underwriters will advance to the Assured the amount of the loss, damage or expense, as a loan without interest. The Assured is to repay such amount upon remittance of the sum due the Assured by the seller, the insurance provided by the seller or otherwise.

This insurance is for the sole account of the Assured and in no event is it to insure or benefit sellers, shippers or any other party. **Furthermore, it is a condition precedent to this coverage that the Assured shall not divulge the existence of this coverage to any party. Such disclosure shall void coverage provided by this clause.**

The Assured shall preserve their rights against the seller or other parties and, upon receipt of payment from Underwriters, shall subrogate to Underwriters all rights and shall give all assistance, other than pecuniary, in enforcing them. The Assured agrees to report the total value of all such shipments and to pay premiums at rates as agreed.

SECTION 8: Exclusions

The following exclusions shall apply unless modified or superseded elsewhere herein or endorsed hereon:

69. General Exclusions

Unless modified or superseded elsewhere herein or endorsed hereon, this policy does not insure against any loss, damage or expense attributable to or caused by:

- A. Ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the goods insured;
- B. Willful misconduct, infidelity, conversion or dishonest acts of the Assured, or the Assured's employees, whether committed alone or in collusion with others;
- C. Rust, oxidation or discoloration on unpacked and/or unprotected cargo;
- D. Loss of market or loss, damage, expense or deterioration arising from delay, whether caused by a peril insured against or otherwise;
- E. Inherent vice or nature of the goods insured;
- F. Insolvency or financial default of the owners, managers, charterers, or operators of the vessel where, at the time of loading of the goods insured on board the vessel, the Assured is aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the goods insured in good faith under a binding contract.
- G. Insufficiency or unsuitability of packing or preparation of the goods insured to withstand the ordinary incidents of the insured transit, but only where such packing or preparation is carried out by the party presenting the claim for payment, or its employees, prior to the attachment of this insurance (for purposes of this clause, "packing" shall be deemed to include stowage in a container, and "employees" shall not include independent contractors).

Where a loss results from improper packing, but the claim is covered because the packing was not performed by the party presenting the claim for payment or its employees, it is the duty of the Assured to assist Underwriters in recovery efforts against responsible parties. It is further understood that no future claims shall be recoverable under this Policy which arise from improper packing performed by the same person or entity unless additional shipment(s) have already departed from the same shipper when improper packing is first discovered.

- H. Electrical, electronic and/or mechanical derangement unless the Assured is able to demonstrate that such damage is the result of a peril insured against;
- I. Shipments on chartered vessels that are not classed A1 American Record or equivalent by a member of the International Association of Classification Societies; chartered vessels over 40 years of age; vessels on break-up voyages; chartered barges; vessels built for service on the Great Lakes; vessels built solely for Military or Naval Service; or vessels built for carriage of dry bulk or liquid bulk cargoes, and which are more than 20 years of age;
- J. Any accident occurring while rolling stock cargo is being driven under its own power or being towed on its own wheels, except during loading and unloading and positioning by the steamship line.

70. Paramount Warranties

Subject to the following Paramount Warranties which shall not be modified or superseded by any other provisions included herein or stamped or endorsed hereon unless such other provision refers specifically to the risks excluded by these Warranties and expressly assumes said risks:

- A. *Free of Capture & Seizure (FC&S) Warranty and War Exclusion:*

Notwithstanding anything herein contained to the contrary, this insurance is warranted free from all loss, damage or expense caused by:

- 1) War, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power;
- 2) Capture, seizure, arrest, restraint, detainment (piracy excepted), confiscation, preemption, requisition, nationalization, and the consequences thereof or any attempt thereat, whether in time of peace or war and whether lawful or otherwise;
- 3) Derelict mines, torpedoes, bombs, or other derelict weapons of war.

Should this insurance be extended to cover any loss damage or expense excluded by the above FC&S and War Exclusion Clauses, such additional cover shall not extend to any claim based upon loss of or frustration of the insured voyage or adventure.

B. *Strikes, Riots and Civil Commotions (SR&CC) Warranty:*

Warranted free from loss, damage or expense caused by strikers, locked-out workmen, or persons taking part in labor disturbances, riots or civil commotions, resulting from strikes, lock-outs, labor disturbances, riots or civil commotions; or caused by any act of terrorism, an act of terrorism being defined as an act of any person acting on behalf of, or in connection with, any organization which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted caused by any person acting from a political, ideological or religious motive.

C. *Atomic and Nuclear Exclusion Warranty:*

Warranted that this policy shall not apply to any loss, damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

71. Cargo ISM Clause (JC98/019, Dated May 1, 1998)

Applicable to shipments on board Ro-Ro passenger ferries. Applicable with effect from the above date to shipments on board:

- A. Passenger vessels transporting more than 12 passengers and;
- B. Oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high-speed craft of 500 GT or more.

Applicable with effective from 1 July 2002 to shipments on board all other cargo ships and mobile offshore drilling units of 500 GT or more.

In no case shall this insurance cover loss, damage or expense where the subject matter insured is carried by a vessel that is not ISM Code certified or whose owners or operators do not hold an ISM Code Document of Compliance when, at the time of loading of the subject matter insured on board a vessel, the Assured were aware, or in the ordinary course of business should have been aware:

- A. Either that such vessel was not certified in accordance with the ISM Code.
- B. Or that a current Document of Compliance was not held by her owners or operators as required under the SOLAS Convention 1974 as amended.

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.

72. Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion (CL.370, Dated November 10, 2003)

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

- A. Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

- B. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- C. Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- D. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- E. Any chemical, biological, bio-chemical, or electromagnetic weapon.

73. Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion (CL.370, Dated November 10, 2003) (U.S.A. & Canada Endorsement)

This Policy is subject to the Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical & Electromagnetic Weapons Exclusion Clause (10/11/2003) ("RACCBE"). The inclusion of RACCBE in this Policy is material to Underwriters' willingness to provide coverage at the quoted terms, conditions and rates.

It is the intent of the parties to give maximum effect to RACCBE as permitted by law.

In the event that any portion of RACCBE may be found to be unenforceable in whole or in part under the law of any state, territory, district, commonwealth or possession of the U.S.A., or any province or territory of Canada, the remainder shall remain in full force and effect under the laws of that state, territory, district, commonwealth or possession, province or territory. Further, any such finding shall not alter the enforceability of RACCBE under the laws of any other state, territory, district, commonwealth or possession of the U.S.A. or any province or territory of Canada, to the fullest extent permitted by applicable law.

74. Marine Cyber Endorsement (LMA5403, Dated November 11, 2019)

- A. Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus, computer process or any other electronic system.
- B. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software program, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
- C. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software program or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

75. UK Export Control Order 2008 – Revocation of Licenses Clause (JC2010/015)

In no case shall this insurance provide cover or shall any Underwriter be liable to pay any claim or provide any benefit hereunder in respect of any movement(s) of goods authorized by an export control license issued under the UK Export Control Order 2008 if the license has expired or been revoked or for the period of suspension if the license has been suspended.

This clause shall not apply to a claim that arises prior to expiry revocation or suspension of such license. In the event of the subsequent reinstatement of the license, cover will re-attach subject always to the terms and conditions of this insurance.

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

76. Sanction Limitation and Exclusion Clause (JC2010/014, Dated August 11, 2010)

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or

provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

77. Communicable Disease Exclusion (Cargo) (JC2020-011, Dated April 17, 2020)

1. Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas between organisms, and
 - 2.3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

Code of Consumer Rights and Responsibilities

Insurers (including Lloyd's Underwriters), along with the brokers and agents who sell home, auto and business insurance are committed to safeguarding your rights both when you shop for insurance and when you submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between you and your insurer and the insurance laws of your province. With rights, however, come responsibilities including, for example, the expectation that you will provide complete and accurate information to your insurer. Your policy outlines other important responsibilities. Insurers and their distribution networks, and governments also have important roles to play in ensuring that your rights are protected.

Right to Be Informed

You can expect to access clear information about your policy, your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet your needs. You also have a right to know how insurers calculate price based on relevant facts. Under normal circumstances, insurers will advise an insurance customer or the customer's intermediary of changes to, or the cancellation of a policy within a reasonable prescribed period prior to the expiration of the policy, if the customer provides information required for determining renewal terms of the policy within the time prescribed, which could vary by province, but is usually 45 days prior to expiry of the policy.

You have the right to ask who is providing compensation to your broker or agent for the sale of your insurance. Your broker or agent will provide information detailing for you how he or she is paid, by whom, and in what ways.

You have a right to be told about insurers' compensation arrangements with their distribution networks. You have a right to ask the broker or agent with whom you deal for details of how and by whom it is being paid. Brokers and agents are committed to providing information relating to ownership, financing, and other relevant facts.

Responsibility to Ask Questions and Share Information

To safeguard your right to purchase appropriate coverage at a competitive price, you should ask questions about your policy so that you understand what it covers and what your obligations are under it. You can access information through one-on-one meetings with your broker or agent. You have the option to shop the marketplace for the combination of coverages and service levels that best suits your insurance needs. To maintain your protection against loss, you must promptly inform your broker or agent of any change in your circumstances.

Right to Complaint Resolution

Insurers, their brokers and agents are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access Lloyd's Underwriters' complaint resolution process for Canada. Your agent or broker can provide you with information about how you can ensure that your complaint is heard and promptly handled. Consumers may also contact their respective provincial insurance regulator for information. Lloyd's is a member of an independent complaint resolution office, the General Insurance OmbudService.

Responsibility to Resolve Disputes

You should always enter into the dispute resolution process in good faith, provide required information in a timely manner, and remain open to recommendations made by independent observers as part of that process.

Right to Professional Service

You have the right to deal with insurance professionals who exhibit a high ethical standard, which includes acting with honesty, integrity, fairness and skill. Brokers and agents must exhibit extensive knowledge of the product, its coverages and its limitations in order to best serve you.

Right to Privacy

Because it is important for you to disclose any and all information required by an insurer to provide the insurance coverage that best suits you, you have the right to know that your information will be used for the purpose set out in the privacy statement made available to you by your broker, agent or insurance representative. This information will not be disclosed to anyone except as permitted by law. You should know that Lloyd's Underwriters are subject to Canada's privacy laws - with respect to their business in Canada.

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NOTICE CONCERNING PERSONAL INFORMATION

Who we are

We are the Lloyd's underwriter(s) identified in the insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information we collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

What personal information we collect

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

- Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers license, employer, job title, employment history, family details)
- Policy information (policy number, policy amounts, policy terms)
- Claim information (claim number, information relating to a potential or existing claim)
- Payment information (credit card details, bank account details, credit score)
- Other information related to your insurance cover or a claim only for legitimate business purposes

We also collect personal information about you when you visit www.lloyds.com. Further details can be found on our online Cookies policy at <http://www.lloyds.com/common/privacy-and-cookies-statement>

We will not use your personal information for marketing purposes and we will not sell your personal information to other parties.

How we use your information

By purchasing insurance from certain Lloyd's Underwriters ("Lloyd's"), a customer provides Lloyd's with his or her explicit consent to the collection, use and disclosure of personal information.

Meaningful consent is subject to the customer's understanding of the nature, purpose and consequences of the collection, use or disclosure of their personal information.

Information is generally collected, used, disclosed and stored in order to provide you with the insurance products that you have requested, including to:

- Identify you and provide you with insurance cover Communicate with Lloyd's policyholders Calculate, collect or refund premiums
- Underwrite policies and facilitate policy administration
- Evaluate and process claims
- Detect and prevent fraud, carry out anti-money laundering and sanctions checks Investigate and prosecute fraud
- Meet our regulatory and other legal obligations
- Enforce terms or exercise rights under the insurance contract Analyze insurance risk and business results
- Improve our services and offerings Provide general client care
- Defend or prosecute legal claims
- Renew your insurance policy
- Transfer of books of business, company sales and reorganizations Or as may be otherwise required or authorized by law.

Your information may be shared and disclosed;

In order to fulfil the purposes described in this Privacy notice, we may share your personal information with other third parties that we have engaged to provide services on our behalf, or who otherwise assist us in providing you with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

We will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. We will use contractual and other means to provide a comparable level of protection while the information is being processed by these service

providers, including limiting such providers to using your Personal Information solely to provide Lloyd's with the specific service for which they were engaged, and for no other purpose. You can obtain more information about our policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting us as described below, under the section "How to Contact Us" at the end of this document.

Some of these entities may be located outside Canada, therefore your information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in your province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

We may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of our assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of Lloyd's or our business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

We may also share your Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where we are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

Authority to collect, use and disclose personal information

When you share information with us for particular purposes, such as providing you with insurance, you give us explicit consent to collect, use and disclose your information for those purposes. Canadian law also authorizes us to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

- Detecting or suppressing fraud
- Investigating or preventing financial abuse
- For communication with the next of kin or authorized representative of an injured, ill or deceased individual
- Investigating a breach of an agreement or a contravention of the laws of Canada or a foreign jurisdiction where obtaining consent would compromise the availability or accuracy of the information
- Witness statement necessary to assess, process or settle insurance claims
- Information that is produced in the course of an individual's employment, business or profession

There may be situations where we need your additional consent to collect, use, and disclose information about you. In those situations, we will ask you for consent separately. You do not have to give your consent and, subject to legal and contractual restrictions, you can withdraw your consent to us collecting, using and disclosing your information at any time. However, withdrawing your consent may affect our ability to provide you with insurance cover or other services.

Retention and security

We retain personal information for as long as necessary to provide you with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When your Personal Information is no longer required, we will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

We use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although we will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of your information.

How to access your personal information

Subject to certain exceptions provided by applicable law, you have the right to access your personal information, request corrections about your personal information if you identify any inaccuracies, and request that we delete your information. If you would like to exercise any of these rights, please contact the Ombudsperson at info@lloyds.ca.

The Ombudsperson can also provide additional information about Lloyd's policies and practices, answer questions about the collection, use, disclosure or storage of personal information by Lloyd's and its service providers located outside Canada, as well as discuss any complaints you may have regarding the collection, use and disclosure of your personal information.

Changes

We may amend this Privacy notice from time to time as our business evolves, in response to legal developments, as new technologies become available, or as we introduce new features, products or services.

When we make changes to wording of this Privacy notice we will revise the "last updated" date at the bottom of this Privacy notice. You should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes we will, as appropriate prominently post these changes to our Site or notify registered Users directly.

How to contact us

Further information about Lloyd's personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct>, from your broker, or by contacting Lloyd's by phone: 514 861 8361, 1 877 455 6937 or email: info@lloyds.ca.

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LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

Lloyd's strives to enhance your customer experience with us through superior service and innovative insurance products.

We have developed a formal complaint handling protocol in accordance with the Insurance Companies Act of Canada to ensure your concerns as our valued customer are addressed expeditiously by our representatives. This protocol will assist you in understanding the steps we will undertake to help resolve any dispute which may arise with our product or service. All complaints will be handled in a professional manner. All complaints will be investigated, acted upon, and responded to in writing or by telephone by a Lloyd's representative promptly after the receipt of the complaint. If you are not satisfied with our products or services, you can take the following steps to address the issue:

Firstly, please contact the broker who arranged the insurance on your behalf about your concerns so that he or she may have the opportunity to help resolve the situation.

If your broker is unable to help resolve your concerns, we ask that you provide us in writing an outline of your complaint along with the name of your broker and your policy number.

Please forward your complaint to:

Lloyd's Underwriters

Attention: Complaints Officer:
1155 rue Metcalfe, Suite 2220, Montreal (Quebec) H3B 2V6
Tel: 1-877-455-6937 - Fax: (514) 861-0470
E-mail: info@lloyds.ca

Your complaint will be directed to the appropriate business contact for handling. They will write to you within two business days to acknowledge receipt of your complaint and to let you know when you can expect a full response. If need be, we will also engage internal staff in Lloyd's Policyholder and Market Assistance Department in London, England, who will respond directly to you, and in the last stages, they will issue a final letter of position on your complaint.

In the event that your concerns are still not addressed to your satisfaction, you have the right to continue your pursuit to have your complaint reviewed by the following organizations:

General Insurance OmbudService (GIO): assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at:

Toll-free number: 1-877-225-0446
www.giocanada.org

For Quebec clients:

Autorite des marches financiers (AMF): The regulation of insurance companies in Quebec is administered by the AMF. If you remain dissatisfied with the manner in which your complaint has been handled, or with the results of the complaint protocol, you may send your complaint to the AMF who will study your file and who may recommend mediation, if it deems this action appropriate and if both parties agree to it. The AMF can be reached at

Toll Free: 1-877-525-0337
Quebec: (418) 525-0337
Montreal: (514) 395-0311 www.lautorite.qc.ca

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the FCAC.

Financial Consumer Agency of Canada (FCAC) provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing



with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9
Services in English: 1-866-461-FCAC (3222)
Services in French: 1-866-461-ACFC (2232)
www.fcac-acfc.gc.ca

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ENDORSEMENT NO.: One
POLICY NO.: RIGCAR51210001
ASSURED: C.H. Robinson Company (Canada) Ltd.
EFFECTIVE DATE: May 1, 2021

Strikes, Riots & Civil Commotions (AIMU January 1, 2008)

This insurance also covers:

1. Physical loss of or damage to goods insured directly caused by strikers, locked-out workmen, or persons taking part in labor disturbances or riots or civil commotions;
2. Physical loss of or damage to the goods insured directly caused by vandalism, sabotage or malicious acts; and;
3. Physical loss of or damage to the goods insured directly caused by the act or acts of one or more persons, whether or not agents of a sovereign power, carried out for political, terroristic or ideological purposes and whether any loss, damage or expense resulting therefrom is accidental or intentional; PROVIDED that any claim to be recoverable under this subsection C be not excluded by the War Exclusion, Atomic and Nuclear Exclusion, Extended Radioactive Contamination Exclusion Clause (Extended RACE Clause) or Chemical, Biological, Bio-Chemical and Electromagnetic Exclusion Clause (CBE Clause) in the Policy to which this endorsement is attached. Notwithstanding the foregoing, coverage under this subsection C is conditional upon the goods insured being in the ordinary course of transit and, in any event, shall terminate:
 - A. As per the Transit Clause and any other clauses relating to duration of transit contained in or endorsed onto the Policy; or,
 - B. On delivery to the consignee's or other final warehouse or place of storage at the destination named herein; or
 - C. On delivery to any warehouse or place of storage whether prior to or at the destination named herein, which the Assured elects to use either for storage other than in the ordinary course of transit or for allocation or distribution; or,
 - D. In respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the goods insured from the vessel at the port of discharge; or
 - E. In respect of air transits, on the expiry of 30 days after unloading the goods insured from the aircraft at the place of discharge;

whichever shall first occur.

Notwithstanding the foregoing, nothing in this clause excludes coverage for insured losses, which are otherwise covered by this insurance, caused by certified acts of terrorism, as defined in the Terrorism Risk Insurance Act (P.L. #107-297), or any subsequent amendments or endorsements to the Act.

While the goods insured is at risk under the terms and conditions of this insurance within the United States of America, the Commonwealth of Puerto Rico, the U.S. Virgin Islands and Canada, this insurance is extended to cover physical loss of or damage to the goods insured directly caused by acts committed by an agent of any government, party or faction engaged in war, hostilities or other warlike operations, provided such agent is acting secretly and not in connection with any operation of military or naval armed forces in the country where the described goods are situated.

Nothing in this endorsement shall be construed to cover any loss, damage, or expense directly or indirectly arising from, contributed to or caused by any of the following, whether due to a peril insured against or otherwise:

1. Change in temperature or humidity;
2. The absence, shortage, or withholding of power, fuel, or labor of any description whatsoever during any strike, lockout, labor disturbance, riot or civil commotion;

3. Loss of market or loss, damage, or deterioration arising from delay;
4. Hostilities, warlike operation, civil war, revolution, rebellion or insurrection, or civil strife arising therefrom, except to the limited extent that the acts of certain agents acting secretly have been expressly covered above; or
5. Nuclear reaction, radiation, or radioactive contamination, as per Extended RACE Clause.
6. Chemical, biological, bio-chemical or electromagnetic weapon, device, agent or material, as per CBE Clause.

The Assured agrees to report all shipments attaching under this cover and to pay premiums therefore at the rates established by Underwriters from time to time.

This endorsement may be cancelled by either party upon forty-eight hours written notice to the other party, but such cancellation shall not affect any risks which have already attached hereunder

TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS, OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS TO THE FULLEST EXTENT APPLICABLE.

Date: 4/1/2021



By: _____
Authorized Representative

ENDORSEMENT NO. Two
POLICY NO.: RIGCAR51210001
ASSURED: C.H. Robinson Company (Canada) Ltd.
EFFECTIVE DATE: May 1, 2021

**American Institute (AIMU) Amended War Risk Only (Cargo) Clauses
(December 2, 1993)**

In cases where the total value(s) at risk on any one vessel exceed(s) the limit of liability as set forth in the Policy to which this endorsement is attached, the Assured agrees, nevertheless, to report to Underwriters full value(s) at risk and to pay premium thereon at the agreed rates. The Assured further agrees that acceptance of such reports and premium by Underwriters shall not serve to revoke or to overrule the limit of liability set forth in this Policy; however, subject to the limit of liability, Underwriters in accepting these reports do agree to pay partial losses covered by this Policy without reduction by reason of any coinsurance which otherwise may have existed in the absence of this special agreement.

Subject to the provisions of Clause 4 of this endorsement, should there be an accumulation of interests exceeding the limits of liability set forth in this Policy by reason of any interruption of transit beyond the control of the Assured or by reason of any casualty, and/or after the interests have been discharged from the incoming overseas Vessel at an intermediate port or place for on-carriage from that or any other port or place by another overseas Vessel, and/or on the on-carrying overseas Vessel, this Policy shall attach for the full amount of risk (but in no event for more than twice the Policy limit which would be applicable to any one Vessel) provided written notice be given to Underwriters as soon as known to the Assured.

Underwriters shall cover only those shipments which are insured against marine risks under this Policy, it being agreed that the description of such shipments, the valuations thereof, the voyage, the designation of the overseas Vessel (which shall be construed to include aircraft if included under the marine Policy) on which the goods are to be carried and the ports and/or places of loading and discharge, as reported under the said Policy against marine risks, shall be deemed incorporated herein. Notwithstanding the foregoing, this Policy shall not cover purely domestic shipments by air between points in the United States of America (excluding Alaska and Hawaii).

Any loss payable hereunder shall be payable in funds current in the United States, to the order of Assured thirty days after full proofs of loss and proofs of interest have been filed with Underwriters.

1. This insurance is only against the risks of capture, seizure, destruction or damage by men-of-war, piracy, takings at sea, arrests, restraints, detainments and other warlike operations and acts of kings, princes and peoples in prosecution of hostilities or in the application of sanctions under international agreements, whether before or after declaration of war and whether by a belligerent or otherwise, including factions engaged in civil war, revolution, rebellion or insurrection, or civil strife arising therefrom; the imposition of martial law, military or usurped power, and including the risks of aerial bombardment, floating or stationary mines and stray or derelict torpedoes, and weapons of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter but excluding loss, damage or expense arising out of the hostile use of any such weapon; and warranted not to abandon (on any ground other than physical damage to ship or cargo) until after condemnation of the goods insured.
2. This insurance also covers, but only while the goods insured is on board a waterborne conveyance, loss of or damage to said goods directly caused by governmental authorities acting for the public welfare to prevent or mitigate a pollution hazard or threat thereof, provided that the accident or occurrence creating the situation which required such governmental action would have resulted in a recoverable claim under this Policy (subject to all of its terms, conditions and warranties) if the goods insured would have sustained physical loss or damage as a direct result of such accident or occurrence.

Warranted free from any claim based upon loss of, or frustration of, the insured voyage or adventure caused by arrests, restraints or detainments.

3. This insurance does not cover any loss, damage or expense directly or indirectly arising from, contributed to, or caused by any of the following, whether due to a peril insured against or otherwise:

- A. Commandeering, preemption, requisition or nationalization by the government (de facto or otherwise) of the country to or from which the goods are insured.
 - B. Seizure or destruction under quarantine, environmental or customs regulations.
 - C. Delay, deterioration and/or loss market.
 - D. Nuclear reaction, radiation or radioactive contamination, regardless of how it was caused.
- 4.
- A. The insurance against the risks enumerated in Clause 1, except the risk of floating or stationary mines and stray or derelict torpedoes, floating or submerged referred to in the paragraph immediately following, shall not attach to the interest hereby insured or to any part thereof:
 - 1) Prior to being on board an overseas Vessel (For the purpose of this Clause 4 an overseas Vessel shall be deemed to mean a Vessel carrying the interest from one port or place to another where such voyage involves a sea passage by the Vessel.)
 - 2) After being discharged overseas from an overseas Vessel at the intended port or place of discharge or after the expiry of 15 days from midnight of the day of arrival of the overseas Vessel at the intended port or place of discharge, whichever shall first occur.
 - 3) After expiry of 15 days from midnight of the day of arrival of the overseas Vessel at an intermediate port or place to discharge the interest for on-carriage from that or any other port or place by another overseas Vessel, but shall reattach as the interest is loaded on the on-carrying overseas vessel. During the said period of 15 days the insurance remains in force whether the interest is awaiting transit or in transit between the overseas Vessels.
 - 4) For the purpose of this Clause 4 arrival at the intended port or place of discharge shall be deemed to mean that time when the overseas Vessel first berths, anchors, moors or is secured in an area subject to regulation by the authorities of such port or place.
 - B. The insurance against the risks of floating or stationary mines and stray or derelict torpedoes, floating or submerged, attaches as the interest hereby insured is first loaded on a lighter, craft or vessel after leaving the warehouse at point of shipment in transit for the destination declared hereunder, and ceases to attach as the interest is finally landed from the vessel, craft or lighter prior to delivery to warehouse at such destination.
 - C. If the contract of affreightment is terminated at a port or place other than the destination named therein such port or place shall be deemed the intended port or place of discharge for the purpose of this Clause 4.
 - D. Shipments by mail, if covered by this Policy, are insured continuously from the time of leaving the sender's premises until delivered to the place of address.
 - E. Shipments by air (other than by air mail), if covered by this Policy are insured subject to the same terms and conditions as shipments by overseas Vessel.
 - F. It is a condition of this insurance that the Assured shall act with reasonable dispatch in all circumstances within their control.
 - G. If anything contained in this Policy shall be inconsistent with this Clause 4 it shall to the extent of such inconsistency be null and void.
5. This insurance shall not be vitiated by deviation, overcarriage, change of voyage, or by any error or unintentional omission in the description of interest, vessel or voyage, provided the same be communicated to Underwriters as soon as known to the Assured and an additional premium paid if required.
6. And in case of any loss or misfortune, it shall be lawful and necessary to and for the Assured, his or their factors, servants and assigns, to sue, labor and travel for, in and about the defense, safeguard and recovery of the said goods, and merchandises, or any part thereof, without prejudice to this insurance; nor shall the acts of the Assured or Underwriters, in recovering saving and preserving the goods insured, in case of disaster, be considered a waiver or an acceptance of an abandonment; and to the charges whereof, the said Underwriters will contribute according to the rate and quantity of the sum hereby insured.

7. General Average and Salvage Charges payable according to United States laws and usage and/or as per Foreign Statement and/or per York-Antwerp Rules (as prescribed in whole or in part) if in accordance with the Contract of Affreightment.
8. It is agreed that the reports of shipments made under the Policy against marine risks mentioned above shall be deemed to be reports under this Policy also, and the Assured agrees to pay premiums on all shipments insured under this Policy at the war risks rates of Underwriters as fixed from time to time.
9. No claim shall be payable hereunder which arises from collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the Vessel concerned or, in the case of a collision, any other Vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this paragraph "power" includes any authority maintaining naval, military or air forces in association with a power.
10. No recovery for a Constructive Total Loss shall be had hereunder unless the goods insured is reasonably abandoned on account of its actual total loss appearing to be unavoidable, or because it cannot be preserved from actual total loss without an expenditure which would exceed its value if the expenditure had been incurred.
11. It is agreed that this Policy is a separate and wholly independent contract and is not subject to any terms or conditions of the Policy against marine risks above mentioned (whether physically attached thereto or not) except as such terms or conditions shall be expressly incorporated herein by reference.
12. This insurance may be cancelled by either party upon forty-eight hours written notice to the other party, but such cancellation shall not affect any shipment on which this insurance has attached under the terms of Clause 4 hereof prior to the effective date of such notice. Shipments on which this insurance has not so attached but for which, prior to the effective date such notice, bills of lading have been issued and (in the case of exports) Certificates or special policies have been issued and negotiated, shall be covered from the time of loading on the overseas Vessel, as provided in Clause 4, at the rates of Underwriters, provided that, prior to said effective date, such shipments were at the risk of the Assured and were covered under the said Policy against marine risks.

In the event of loss, which may give rise to a claim under this endorsement, prompt notice shall be given to Underwriters.

TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS, OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS TO THE FULLEST EXTENT APPLICABLE.

Date: 4/1/2021



By: _____
Authorized Representative



ENDORSEMENT NO. Three
POLICY NO.: RIGCAR51210001
ASSURED: C.H. Robinson Company (Canada) Ltd.
EFFECTIVE DATE: May 1, 2021

Additional Named Insured

Effective from the above date, it is hereby understood and agreed that the following is hereby added as an additional named insured:

C.H. Robinson Worldwide, Inc.
Freightquote.com, Inc.

C.H. Robinson Worldwide, Inc.
North American Surface Transportation Less Than Container Load Division

C.H. Robinson Worldwide, Inc.
MICRO

TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS, OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS TO THE FULLEST EXTENT APPLICABLE.

Date: 4/1/2021

A handwritten signature in blue ink, appearing to read "Ari Cameron".

By: _____
Authorized Representative

ENDORSEMENT NO. Four
POLICY NO.: RIGCAR51210001
ASSURED: C.H. Robinson Company (Canada) Ltd.
EFFECTIVE DATE: May 1, 2021

Excluded Shippers Endorsement

This endorsement modifies insurance provided under the following:

SHIPPERS INTEREST CARGO POLICY

SCHEDULE

Shipper(s):

Warrs Automotive

Melray

It is understood and agreed that any shipments by or on behalf of the Shipper(s) shown in the above Schedule are excluded from coverage under this Policy.

TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS, OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS TO THE FULLEST EXTENT APPLICABLE.

Date: 4/1/2021



By: _____
Authorized Representative

ENDORSEMENT NO. Five
POLICY NO.: RIGCAR51210001
ASSURED: C.H. Robinson Company (Canada) Ltd.
EFFECTIVE DATE: May 1, 2021

Schedule Of Rates

This endorsement modifies insurance provided under the following:

SHIPPERS INTEREST CARGO POLICY

SCHEDULE
 PREMIUM PER SHIPMENT

Rates are for Shipments Of Approved Goods as named in the above Schedule (in approved type packing).

All rates are Net and are per USD 100 of insured value

Domestic U.S./Canada shipments by truck, air or rail	Rate
Manitoba	1.02
Newfoundland	.95
Ontario	1.01
Quebec	1.00
Saskatchewan	1.03
Other	1.09

This policy is subject to a Retail Sales Tax as mandated by Canadian provinces.

Subject to a Minimum Premium per any one shipment of USD 35.

The current Munich Re Syndicate rate for war, strikes, riots and civil commotions (except to countries that are or may become "on application") is .05 per \$100 of insured value, and is included in the above rates.

TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS, OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS TO THE FULLEST EXTENT APPLICABLE.

Date: 4/1/2021



By: _____
 Authorized Representative

ENDORSEMENT NO. Six
POLICY NO.: RIGCAR51210001
ASSURED: C.H. Robinson Company (Canada) Ltd.
EFFECTIVE DATE: May 1, 2021

MINIMUM PREMIUM EXCLUSIVELY FOR A SPECIFIED ACCOUNT

This endorsement modifies insurance provided under the following:

SHIPPERS INTEREST CARGO POLICY

SCHEDULE

Account: Upstate Breakers

Minimum Premium Per Any One Shipment: USD 60.00

It is hereby understood and agreed that all Shipments for the Account named in the above Schedule shall be subject to the Minimum Premium Per Any One Shipment shown in the above Schedule.

TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS, OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS TO THE FULLEST EXTENT APPLICABLE.

Date: 4/1/2021



By: _____
Authorized Representative

ENDORSEMENT NO. Seven
POLICY NO.: RIGCAR51210001
ASSURED: C.H. Robinson Company (Canada) Ltd.
EFFECTIVE DATE: May 1, 2021

EXCLUSION FOR SHIPMENTS FROM SPECIFIED ENTITY

This endorsement modifies insurance provided under the following:

SHIPPERS INTEREST CARGO POLICY


SCHEDULE

Entity: Architectural Supply, Inc.
Sculptors of Fine Architectural Hand Carved Natural Stone Products

It is understood and agreed that all shipments involving the Entity shown in the above Schedule are excluded from the Policy. The Company reserves the right to deny all claims for shipments that originate from and/or are supplied by the Entity shown in the above Schedule.

TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS, OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS TO THE FULLEST EXTENT APPLICABLE.

Date: 4/1/2021

By: 

Authorized Representative

ENDORSEMENT NO. Eight
POLICY NO.: RIGCAR51210001
ASSURED: C.H. Robinson Company (Canada) Ltd.
EFFECTIVE DATE: May 1, 2021

FINE ART BY PETER LIK ENDORSEMENT

This endorsement modifies insurance provided under the following:

SHIPPERS INTEREST CARGO POLICY

It is hereby understood and agreed that all shipments of Fine Art by Peter Lik and similar goods or merchandise pertinent to the business of the Named Insured, professionally packed for transit are insured against all risks of physical loss or damage from any external cause, except as excluded by **SECTION 8 - EXCLUSIONS** of this policy.

It is further understood that:

1. The Company shall not be liable for more than USD 30,000 on any one truck.
2. All claims for loss or damage shall be subject to a minimum deductible of USD 500 for each and every loss.

TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS, OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS TO THE FULLEST EXTENT APPLICABLE.

Date: 4/1/2021



By: _____
Authorized Representative

ENDORSEMENT NO. Nine
POLICY NO.: RIGCAR51210001
ASSURED: C.H. Robinson Company (Canada) Ltd.
EFFECTIVE DATE: May 1, 2021

CONCEALED DAMAGE CONDITION

This endorsement modifies insurance provided under the following:

SHIPPERS INTEREST CARGO POLICY

If caused by an insured peril, the following additional condition shall also apply:

CONCEALED DAMAGE

It is understood and agreed that any loss or damage found and reported upon opening of original shipping packages at the final destination, but not exceeding five (5) business days after delivery to the final destination as provided elsewhere in this Policy, shall be adjusted and paid by the Company in the same manner as though the original shipping package had been opened immediately upon their arrival, provided such losses would have been otherwise recoverable under the terms of this Policy. Nevertheless any containers, cases, and/or packages showing visible signs of external damage are to be opened and examined immediately upon arrival and any such losses shall be reported in accordance with the claims procedures included in the Policy.

TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS, OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS TO THE FULLEST EXTENT APPLICABLE.

Date: 4/1/2021



By:

Authorized Representative

ENDORSEMENT NO. Ten
POLICY NO.: RIGCAR51210001
ASSURED: C.H. Robinson Company (Canada) Ltd.
EFFECTIVE DATE: May 1, 2021

REPORTING

Effective from the above date, it is hereby understood and agreed that the following reporting requirements shall be applicable:

The Assured shall provide daily automated transactional reports including full particulars of all shipments and goods at risk via an SFTP site or an agreed upon alternative reporting method.

Furthermore, the Assured shall provide a reconciled report of shipments within 15 days after the end of each month. Premiums shall then be adjusted per the attached schedule of rates and such premiums shall be payable upon receipt of corresponding invoice.

Willful failure to declare or to pay premiums when due shall (at the option of Underwriters) render this Policy null and void as of and from the date of such failure.

TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS, OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS TO THE FULLEST EXTENT APPLICABLE.

Date: 4/1/2021



By: _____
Authorized Representative

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