



# INSURANCE RENEWAL

**Named Insured Or Assured**  
Crowley Maritime Corporation

**Policy Number**  
UM00101342MA23A

**Company Providing Coverage**  
XL Specialty Insurance Company

**Regulatory Home Office**  
505 Eagleview Boulevard  
Suite 100  
Exton, PA 19341-1120

# INSURANCE CONTACTS CARDS

For questions about or changes to your insurance policy, billing or claims, please see contacts below.

Please cut out and keep these cards in a safe and easy-to-find location.



**XL Insurance**

## INSURANCE CONTACT CARD

**Named Insured**  
Crowley Maritime Corporation

**Policy Number**  
UM00101342MA23A

**Effective Date**  
January 1, 2023

**Expiration Date**  
January 1, 2024

**Agency or Broker**  
Randall Hollomon  
Marsh Wortham

**Policy Questions or Changes**  
713-346-1303  
randall.hollomon@marsh.com

**Billing**  
713-346-1303

**Claims**  
\*See Below

\*Inland Marine/Property/Cargo: 610.968.2594/484.639.1620 (after hours)      Auto/Hull/Liabilities: 610.968.9075/610.324.2994 (after hours)

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**XL Insurance**



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# XL GlobalClaim™ Customer Portal

Yes. It's that good. The XL GlobalClaim system has won a number of innovation awards. The reason is simple: it really works.

The system\* allows XL Catlin to manage claim transactions more effectively —from first notification to final payment. But there is more; the Customer Portal puts important claim information at your fingertips. It helps us help you Get from Stop to Go.

## Welcome to the Customer Portal.

XL GlobalClaim has a handy web-based system called the Customer Portal: it gives *you* direct access to real-time information about *your* claim. Here, you and your team can keep track of claims, run reports and even report a loss or incident.

## Need to know.

Not that we don't enjoy talking with our clients, but sometimes you need to get a quick status update or look up some basic claim information without having to pick up the phone or send an email. And users can be assigned varying levels of access, depending on your needs:

- Claim status
- Claim and policy number
- Claim owner
- Date of loss
- Insured
- Parties involved
- Financial information

You can even download quarterly loss runs (up to 5 running quarters' worth) in Microsoft Excel format to share with other decision makers in your organization. And financial information is automatically converted into any currency you choose.

## At your service.

We all hope a loss never occurs. If one does, first of all, take a deep breath. Our claims teams are ready to resolve your claim, so you keep moving your business forward. You can report your claim using the Customer Portal. Quickly. Efficiently.

## Ready when (and where) you are.

With XL GlobalClaim you can do all this anywhere in the world\*\* at any time of the day or night. And because you're tied into our global claims network, you'll have access to real-time claims data.

You can even take it with you using the iOS compatible XL GlobalClaim Customer Portal mobile app. Available for free to XL Catlin clients through the iTunes store, the mobile app allows you to access key high level claims information.

\* For more information on our system's features, please consult the XL GlobalClaim information sheet. XL GlobalClaim may not be available with certain policies, please talk with a member of your local claims team for information.

\*\*Internet access required.

Continued



# XL GlobalClaim™ Customer Portal

Bonus for Brokers and MGAs.

You can request access to the above features for every XL Catlin account you handle.

Don't take our word for it.

More important than any of our awards is the fact that our customers like using XL GlobalClaim. A lot.

"For a year, we have been using the XL Global Claim Customer tool, and have had access to the information relating to our claims. During this period, we have met time savings in the claims handling process and follow up. The work to be carried out by ourselves and our broker is being easily, clearly and efficiently developed. The tool not only helps in the management of open claims, but also allows us to conduct the statistical analysis on closed claims."

Iberdrola, S.A.  
One of the World's Top Electric Utility Companies

"XL Catlin has integrated in an intuitive and simple application all of the requirements...in the management of Claims. Being able to access information online to the activities conducted by them, and also by independent adjusters, and viewing each and every transaction, translates into time savings, which benefits both. Equally, the historical information provided by the application is of significant value in retrieving data and engaging in data analysis."

Securitas Direct  
Europe's Leading Supplier of Safety and Security Solutions

"I have been using the XL GlobalClaim's Customer Portal for several months now and have been extremely impressed. It is a well-designed product that is very user-friendly. XL GlobalClaim's Customer Portal allows me to research claims with ease and provides all of the necessary information I need to properly evaluate our claims."

Major North American Trucking and Transportation Logistics Provider

Get started today.

Contact your local claim representative to learn more about the portal.

.....  
**MAKE YOUR WORLD GO**  
xlcatlin.com

The information contained herein is intended for informational purposes only. Insurance coverage in any particular case will depend upon the type of policy in effect, the terms, conditions and exclusions in any such policy, and the facts of each unique situation. No representation is made that any specific insurance coverage would apply in the circumstances outlined herein. Please refer to the individual policy forms for specific coverage details.  
XL Catlin, the XL Catlin logo and Make Your World Go are trademarks of XL Group plc companies. XL Catlin is the global brand used by XL Group plc's insurance subsidiaries. In the US, the insurance companies of XL Group plc are: Catlin Indemnity Company, Catlin Insurance Company, Inc., Catlin Specialty Insurance Company, Greenwich Insurance Company, Indian Harbor Insurance Company, XL Insurance America, Inc., XL Insurance Company of New York, Inc., and XL Specialty Insurance Company. Not all of the insurers do business in all jurisdictions, nor is coverage available in all jurisdictions. Information accurate as of April 2016.



## How to Request Loss Runs

Please send your requests to: [XLMarineLossRuns@axaxl.com](mailto:XLMarineLossRuns@axaxl.com)

## How to Report Marine Claims

Please email the incident facts and the following information to: [XLCatlinNAMarine@axaxl.com](mailto:XLCatlinNAMarine@axaxl.com)

Settlement Document	Cargo	Hull	Inland Marine	Automobile
Bill of Lading (Must for International Shipments)	Y	X	X	X
Delivery Receipt (Domestic shipments)	Y	X	X	X
Commercial invoice/freight	Y	X	X	X
Credit Memo / Repair invoice – or Estimates	Y	Y	Y	Y
Liability Letter (Claims Letter to Carrier)	Y	X	X	X
Photographs	Y	Y	Y	Y
Evidence incident has been reported to the appropriate authority for Theft Claims (Mandatory)	Y	Y	Y	Y
Proof of ownership for personal property	X	X	X	Y
Proof of ownership for contractor's equipment	X	X	Y	X

If you prefer to speak with someone, please contact:

**Andrew Bumstead**

Cargo & Inland Marine Claims Manager

P: 610.968.2594; M: 484.639.1620

[andrew.bumstead@axaxl.com](mailto:andrew.bumstead@axaxl.com)

**Danielle Ortiz**

Hull, Liabilities & Automobile

Claims Manager

P: 610.968.9075; M: 610.324.2994

[danielle.ortiz@axaxl.com](mailto:danielle.ortiz@axaxl.com)

# NOTICE TO POLICYHOLDERS

## FRAUD NOTICE

<b>Alabama</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.
<b>Arkansas</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>California</b>	For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.
<b>Colorado</b>	<b>It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.</b>
<b>District of Columbia</b>	<b>WARNING:</b> It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
<b>Florida</b>	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
<b>Kansas</b>	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance that such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
<b>Kentucky</b>	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
<b>Louisiana</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>Maine</b>	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
<b>Maryland</b>	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>New Jersey</b>	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

## NOTICE TO POLICYHOLDERS

<b>New Mexico</b>	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.
<b>New York</b>	<p><b>General: All applications for commercial insurance, other than automobile insurance:</b> Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.</p> <p><b>All applications for automobile insurance and all claim forms:</b> Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.</p> <p><b>Fire:</b> Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.</p> <p>The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.</p>
<b>Ohio</b>	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
<b>Oklahoma</b>	<p><b>WARNING:</b> Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.</p> <p><b>WARNING: All Workers Compensation Insurance:</b> Any person or entity who makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who employs any device, scheme, or artifice, or who aids and abets any person for the purpose of:</p> <ol style="list-style-type: none"> <li>1. obtaining any benefit or payment,</li> <li>2. increasing any claim for benefit or payment, or</li> <li>3. obtaining workers' compensation coverage under the Administrative Workers' Compensation Act, shall be guilty of a felony punishable pursuant to Section 1663 of Title 21 of the Oklahoma Statutes.</li> </ol>

## NOTICE TO POLICYHOLDERS

<b>Pennsylvania</b>	<p>Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.</p> <p><b>Automobile Insurance:</b> Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.</p>
<b>Puerto Rico</b>	<p><b>Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.</b></p>
<b>Rhode Island</b>	<p>Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.</p>
<b>Tennessee</b>	<p>It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.</p> <p><b>Workers' Compensation:</b> It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.</p>
<b>Utah</b>	<p><b>Workers' Compensation:</b> Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.</p>
<b>Virginia</b>	<p>It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.</p>
<b>Washington</b>	<p>It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.</p>
<b>West Virginia</b>	<p>Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.</p>
<b>All Other States</b>	<p>Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).</p>



# NOTICE TO POLICYHOLDERS

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## PRIVACY POLICY

The AXA XL insurance group (the “Companies”), believes personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as “customers”) must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act (“GLBA”), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term “personal information” includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

### **Our Privacy Promise**

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the AXA XL insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

### **Collection and Sources of Information**

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- Submission – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- Quotes – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;

# NOTICE TO POLICYHOLDERS

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- Transactions – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;
- Claims – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- Credit and Financial Reports – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

## Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

## Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

## Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose “consumer credit report” type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer’s eligibility for credit, insurance or employment. “Consumer credit report type information” means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

## Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

# NOTICE TO POLICYHOLDERS

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## Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;
- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

## Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

## NOTICE TO POLICYHOLDERS

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### **U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning possible impact on your insurance coverage due to the impact of U.S. Trade Sanctions<sup>1</sup>. Please read this Policyholder Notice carefully.

In accordance with the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") regulations, or any other U.S. Trade Sanctions embargoes or export controls applied by any regulatory body, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions, embargoes or export controls law, is a Specially Designated National and Blocked Person ("SDN"), or is owned or controlled by an SDN, this insurance will be considered a blocked or frozen contract. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC or the applicable regulator. Other limitations on the premiums and payments also apply.

<sup>1</sup> "U.S Trade Sanctions" may be promulgated by Executive Order, act of Congress, regulations from the U.S. Departments of State, Treasury, or Commerce, regulations from the State Insurance Departments, etc.

# NOTICE TO POLICYHOLDERS

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## FLORIDA

FOR INFORMATION, OR  
TO MAKE A COMPLAINT, CALL:  
1-800-622-7311  
AXA XL  
SEAVIEW HOUSE  
70 SEAVIEW AVENUE  
STAMFORD, CT 06902-6040



Regulatory Office  
505 Eagleview Blvd., Suite 100  
Dept: Regulatory  
Exton, PA 19341-1120  
Telephone: 800-688-1840

## Policy Declarations Page

### Ocean Cargo Coverage Solutions

<b>Policy Numbers – Marine:</b>	UM00101342MA23A	<b>Renewal of Marine:</b>	UM00101342MA22A
<b>War:</b>	UM00101342MA23A	<b>War:</b>	UM00101342MA22A

<b>Company</b>	XL Specialty Insurance Company 505 Eagleview Blvd. Suite 100, Dept.: Regulatory, Exton, PA 19341
<b>Producer</b>	Marsh Wortham 2727 Allen Parkway, Houston, TX 77019

<b>Named Assured</b>	For the account of <b>Crowley Maritime Corporation Et Al</b> (known as the Assured) its affiliates, subsidiaries and for related companies for which this Policy is at risk.
<b>Mailing Address</b>	9487 Regency Square Blvd, Jacksonville, FL 32250
<b>Attachment and Cancellation</b>	<b>All shipments of Goods Insured made on or after:</b> <b>From:</b> January 1, 2023 at 12:01 a.m. (standard time at your mailing address shown above) <b>To:</b> Open and continuous until cancelled Subject to thirty (30) days' notice of cancellation, except ten (10) days' notice for non-payment of premium.
<b>Goods Insured &amp; Insurable Interest</b>	Covering all lawful goods and/or merchandise of every description in packing suitable for the intended voyage but consisting principally of: <b>Approved General Goods Merchandise, Automobiles/Motorcycles/Boats/Trucks/ RV's and Similar Motor Vehicles, Frozen Goods, Refrigerated (reefer) Cargo/Temperature Controlled cargo</b>

<b>Authorization</b>	<b>100%</b> of the policy limit. The figures and limits are stated for one hundred (100%) percent of the risk.
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<b>Premium</b>	This Policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.	
	Policy Premium:	\$
	Minimum Premium:	\$
	Total Deposit Premium:	\$
	Payment Terms:	Choose an item.
	TRIA Premium:	\$
		<input type="checkbox"/> Purchased
		<input type="checkbox"/> Declined
<b>Rating &amp; Exposures</b>	Estimated Annual Marine Value:	\$ Choose an item.
	Estimated Annual Inland Transit Value:	\$ Choose an item.
	Estimated Annual Warehouse Value:	\$ Choose an item.
	Marine Rate:	Choose an item.
	Inland Rate:	Choose an item.
	Warehouse Rate:	Choose an item.
	Premium Adjustment Terms:	Choose an item.
	<i>War &amp; S.R. &amp; C.C. Rates, if covered, included above. Areas on application at rates to be agreed.</i>	
<b>Valuation</b>	<p><b>Section A Applicable to Liner Programs (Puerto Rico, Caribbean and Latin America) and Carta De Porte Program</b></p> <p>Amount of invoice (including all charges therein) plus any prepaid and/or advanced and/or guaranteed freight not included in the invoice plus ten (10%) percent.</p> <p><b>Section B Applicable to Logistics and Inland</b></p> <p>Valued at amount of invoice, including all charges therein, including any prepaid and/or advanced and/or guaranteed freight and insurance premiums paid or payable hereunder plus any amounts or costs not included in the invoice plus ten (10%) percent.</p> <p><b>Section C Applicable to All</b></p> <p>Automobiles, motorcycles, or boats: In the absence of a commercial invoice or bill of sale, valuation is based on the fair market value or the automobile, motorcycle or boat at the time of shipping, as determined by a reputable third party valuation company.</p> <p>Household Goods and Personal Effects: Valuation of each household good or personal effect item is based on actual cash value of the items, at the time of shipping. Actual Cash Value is defined as the cost to replace the lost or damaged item with other property of like kind and quality.</p>	

	<p>Refrigerated Cargo: The greater of the lowest value represented on the USDA Report at the loss or the amount of invoice (including all charges in the invoice), plus any prepaid freight and/or advance and/or guaranteed freight not included in the invoice, plus 10% of the sum of the foregoing.</p> <p>Foreign currency to be converted into U.S. Dollars at Bankers' sight rate of exchange applicable to each invoice and/or credit and/or draft.</p>	
<b>Limits of Insurance</b>	<p>Attaching for one hundred (100%) percent interest on all shipments coming within the scope of this Policy made on and after attachment, but this insurance shall not exceed the following stated limits for any one conveyance, any one place, any one time:</p>	
	<p><b>Limit Type</b></p> <p>Vessel and Connecting Conveyances</p> <p>Aircraft and Connecting Conveyances</p> <p>Barge (any one barge, any one tow)</p> <p>Domestic Land Conveyance</p> <p>Any One Non-Containerized On-Deck Shipment</p> <p>Any One Exhibition or Trade Fair</p> <p>Per any one truck or rail (foreign inland transit)</p> <p>Carte de Porte Program</p>	<p><b>Limit</b></p> <p>\$10,000,000</p> <p>\$2,500,000</p> <p>\$10,000,000</p> <p>\$1,000,000</p> <p>\$2,000,000</p> <p>\$Not Covered</p> <p>\$250,000</p> <p>\$250,000</p>
<b>Deductible</b>	<p>Each claim for loss or damage which results from a single loss occurrence shall be adjusted separately and from the amount of each such adjusted claim, the following sum shall be deducted:</p> <p>\$ per bill of lading</p> <p><b>Deductible applies always</b></p>	
<b>Geographic Scope</b>	<p>This Policy covers all shipments, lost or not lost, from ports and/or places in the <b>World</b>, to ports and/or places in the <b>World</b> directly or via ports and/or places in any order, including the risk of transshipment by land, air, or water.</p> <p>Whenever coverage provided by this Policy would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") such coverage shall be null and void.</p> <p>Similarly, any coverage relating to any certificates or other evidences of insurance or any claim that would be in violation of U.S. economic or trade sanctions as described above shall also be null and void.</p>	



<p><b>Average Terms</b></p>	<p>The <b>Goods Insured &amp; Insurable Interest</b> are insured:</p> <p>Against all risks of physical loss or damage from any external cause</p> <p><i>If values shipped per bill of lading are \$2,000,000 or more, underwriter approval must be obtained prior to shipment. Failure to comply voids coverage for the shipment in question.</i></p> <p>Non Approved Goods:</p> <ul style="list-style-type: none"> <li>-Accounts, Bills, Evidence of Debt, Deeds, Notes and Securities</li> <li>-Antiques</li> <li>-Art Works</li> <li>-Bulk shipments loaded directly into the hold of a vessel</li> <li>-Bullion, Money, Bank Notes, Currency, Coins, Checks, Credit Cards, Bonds</li> <li>-Computer Microchips</li> <li>-Furs and Fur Garments</li> <li>-Jewelry, Fine and Costume</li> <li>-Living Things, including, but not limited to Blood Stock and Livestock</li> <li>-Negotiable Documents</li> <li>-Precious Stones, Metals or Objects</li> <li>-Stamps</li> <li>-Watches and Watch Parts</li> </ul> <p>Including the risks of War, Strikes, Riots and Civil Commotions in accordance with American Institute clause current on date of shipment.</p> <p>Excluding losses as a result of the following conditions: Loss, Damage or Expense caused by delay(s) / Deterioration caused by delay(s) / Inherent Vice / or Loss, Damage or Expense due to improper packaging when performed by the named insured</p> <p>Rust, Oxidation, Discoloration and Corrosion absolutely</p> <p>Further excluding Ordinary Wear and Tear and any pre-existing conditions, howsoever caused.</p> <p>Coverage to exclude electrical and mechanical derangement unless caused by external impact during the time coverage is in effect.</p> <p>Refrigerated (Reefer) cargo/Temperature Controlled cargo subject to the 12-hour reefer breakdown/derangement clause. All covered losses, as per policy terms and conditions.</p> <p><b>Approved General Goods and Merchandise, Automobiles/Motorcycles/Boats/Trucks/ RV's and Similar Motor Vehicles, Frozen Goods, Refrigerated (reefer) Cargo /Temperature Controlled Cargo</b></p> <p>Warranted break-bulk shipments exceeding \$1,000,000 are subject to a survey at the Insured's expense. A loading survey must be completed at the port of loading.</p> <p>* Any non-containerized and/or break-bulk cargo with values of \$1,000,000 or more shall be subject to a 1% deductible of the total values shipped.</p>
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	<p>The above rates are inclusive of War, Strikes, Riots &amp; Civil Commotions EXCEPT the following territories are excluded unless specially declared and accepted by Insurers in writing prior to shipment: Afghanistan, Algeria, Angola, Chechnya, Republic of, Congo, Democratic Republic of (formerly Zaire), Eritrea, Ethiopia, Libya, Kyrgyzstan, Macedonia, Nigeria, Rwanda, Sierra Leone, Tajikistan, Turkmenistan, Uzbekistan, Yemen, Republic of and any other country where their local legislation decrees insurance must be effected locally.</p> <p><b>Applicable to Carta De Porte only:</b></p> <p>Toll roads and/or authorized fiscal routes are used. Warranted 24/7 monitored GPS tracking services is used on all truck's/trailers. In the event tolls road/fiscal routes and monitored 24/7 GPS tracking service is not used, losses due to theft, pilferage, hi-jacking and non-delivery will be subject to a \$50,000 deductible per occurrence.</p> <p><b>Warranted:</b></p> <ol style="list-style-type: none"> <li>1. Warranted coverage is On Application for shipments to/from/within Ukraine, Russia, Belarus, the Black Sea, Sea of Azov.</li> </ol>
<b>Storage/Processing/ Inventory Coverage</b>	Covered - See attached Covered Location Schedule

<b>War</b>	<p>\$10,000,000 Limit</p> <p>This insurance may be cancelled by either party upon forty-eight (48) hours written, telegraphic or telefaxed notice to the other party, but such cancellation shall not affect any shipment on which this insurance has attached under the term of coverage prior to the effective date of such notice.</p>
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All terms and conditions remain unchanged unless forms noted below are issued with this Declaration.

Form Number	Title & Description
IL MP 9104 0915 XLS	In Witness
IXI 400 0906	Countersignature Endorsement
MOCM 050 1116	Ocean Cargo Coverage Solutions
MOCM 400 0216	Vessel Classification & Rate Schedule
MOCM 401 0216	War Risk
MOCM 403 0216	SR&CC 12
MOCM 407 1021	Warehouse Coverage
MOCM 408 0216	Warehouse Coverage – Covered Location Schedule
MOCM 434 0420	\$500,000 Aggregate Limit
MVM 416 1219	LMA5403 Marine Cyber Endorsement
MVM 424 0920	Communicable Disease Exclusion JC2020-011

By: 

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Date

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Authorized Representative

Anne Marie Elder, Chief Underwriting Officer for Marine Americas

**IN WITNESS**

**XL SPECIALTY INSURANCE COMPANY**

REGULATORY OFFICE  
505 EAGLEVIEW BOULEVARD, SUITE 100  
DEPARTMENT: REGULATORY  
EXTON, PA 19341-1120  
PHONE: 800-688-1840

It is hereby agreed and understood that the following In Witness Clause supercedes any and all other In Witness clauses in this policy.

All other provisions remain unchanged.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.



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Joseph A. Tocco  
President



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Toni Ann Perkins  
Secretary


# COUNTERSIGNATURE ENDORSEMENT

Policy Number: UM00101342MA23A  
Company: XL Specialty Insurance Company  
Named Insured: Crowley Maritime Corporation

State	Premium
FL	\$

The signature shown on this endorsement complies with the countersignature laws and regulations of the State shown.

Date of Countersignature \_\_\_\_\_  
(month, day and year)

  
\_\_\_\_\_  
Licensed Producer

# Ocean Cargo Coverage Solutions

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## SECTION I: GENERAL CONDITIONS

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Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy the words "you" and "your" refer to the Named Assured shown in the Declarations Page. The words "we", "us" and "our" refer to the Company providing this insurance ("Company").

1. **Assured**  
**As per Declarations Page** and/or subsidiary and/or associated and/or interrelated and/or controlled companies and/or corporations, all hereinafter referred to as the Assured.
2. **Assignment**  
This Policy shall be void if assigned or transferred without the written consent of the Company.
3. **Account**  
For the account of whom it may concern.
4. **Loss Payee**  
Loss, if any, payable to the Assured or order.
5. **Goods Insured**  
Upon all lawful goods and/or merchandise consisting principally of **As per Declarations Page**.

This Policy does not cover the following unless specifically provided for:

- a. Accounts, bills, currency, securities, deeds or other evidences of debt;
  - b. Objects of art, antiques or fur garments;
  - c. Jewelry, precious or semi-precious stones, gold, silver, platinum, or other precious metals or alloys;
  - d. Live animals, livestock or live plants;
  - e. Intellectual value or data stored on media.
6. **Insurable Interest**  
To cover all shipments lost or not lost in which the Assured has an insurable interest, whether made by or to the Assured, for their own account as principals or Agents for others or for the account of others from whom written instructions to insure have been received prior to sailing of vessel and before any known or reported loss, damage, or accident; but excluding shipments sold by or purchased by the Assured on terms whereby the Assured is not obliged to furnish marine insurance.
  7. **Attachment and Cancellation**  
This Policy to attach on and after **As Per Declarations Page** and thereafter to be deemed continuous until cancelled by either party giving written notice to the Assured **As Per Declarations Page**, but such cancellation shall not affect any risk on which this insurance has attached prior to the effective date of such notice of cancellation, but all coverage on goods insured on a time or location basis shall terminate on the effective date of the cancellation.  
  
The Company will mail or deliver its notice of cancellation to the Assured at the address shown in this Policy or to the Assured's Broker.
  8. **Geographical Limits**  
**As Per Declarations Page** but excluding shipments by aircraft and/or mail within and between the forty-eight (48) contiguous states of the United States of America, the District of Columbia and Canada.



**9. United States and European Union Economic and Trade Sanctions**

Whenever coverage provided by this Policy would be in violation of any United States or European Union economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC) and/or applicable governing body within the European Union, such coverage shall be null and void.

Similarly, any coverage relating to any certificates or other evidences of insurance or any claim that would be in violation of United States and/or European Union economic or trade sanctions as described above shall also be null and void.

**10. Conveyances**

- a. Attaching on shipments by the conveyance specified and, in all cases, including connecting conveyances:
  - i. by iron or steel steamers or motor vessels;
  - ii. by aircraft;
  - iii. by mail or parcel post; and
  - iv. by metal barges.
- b. Including transit by craft and/or lighter to and from the vessel. Each craft and/or lighter to be deemed a separate insurance. The Assured is not to be prejudiced by any agreement exempting lightermen from liability.

Note: Wherever the words "ship", "vessel", "seaworthiness", "ship owner" or "vessel owner" appear in the Policy, they are deemed to include also the words "aircraft", "airworthiness" and "aircraft owner".

**11. Broker's Clause and Reporting**

It is a condition of this Policy, that the Assured is bound to declare to the Broker of Record, **As Per Declarations Page**, for transmission to the Company all report of values, as required.

It is further agreed that the Assured's Broker or any substituted Brokers, shall be deemed to be exclusively the Brokers of the Assured and not of the Company in any and all matters relating to, connected with or affecting this insurance. Any notice given or mailed by or on behalf of the Company to the said Brokers in connection with or affecting this insurance, or its cancellation, shall be deemed to have been delivered to the Assured.

Should the Assured willfully fail to report as required by this Policy, then this Policy at the Company's option shall be null and void. The Company is entitled to premiums at rates as agreed on all risks covered herein whether reported or not.

The Assured agrees to declare to their insurance Broker or Agent for transmittal to the Company all shipments, storage, and processing exposures coming within the terms and conditions of this Policy, if applicable.

Reports of shipments and goods at risk shall be made as soon as practicable **As Per Declarations Page**. Premiums shall be adjusted in accordance with rates and terms of this Policy.

**12. Payment of Premium**

This Policy is issued in consideration of premium **As Per Declarations Page**.

**13. Special Policy or Certificate**

- a. Authority is hereby granted to the Assured to issue the Company's Certificates or Special Policies hereunder, provided such Certificates or Special Policies shall conform to the terms and conditions of this Policy and further provided that such Certificates or Special Policies do not violate U.S. laws or the local insurance laws in the destination country. All such Certificates or Special Policies issued shall be countersigned by a duly authorized representative of the Assured.
- b. The Assured may issue Certificates or Special Policies incorporating London Institute Cargo Clauses, subject to clause d. below.
- c. In the event Certificates or Special Policies are spoiled or voided, the original and duplicate are to be returned promptly to the Company. If this Policy is cancelled, all unused Certificates, Electronic Copies, or Special Policies are to be returned promptly to the Company.
- d. By using the Company's Certificates or Special Policies, the Assured agrees to reimburse the Company if, by reason of any omission or insertions made by the Assured or their representative upon such Certificate or Special Policy, the Company is obliged to pay a claim not covered by this Policy, or any amount in excess of the amount this Policy undertakes to pay. Notwithstanding anything to the contrary contained herein, the authority may be revoked at any time by written notice from the Company and the Assured agrees thereupon to return immediately all unused Certificates or Special Policies.

**14. Errors and Omissions**

This insurance shall not be prejudiced by any unintentional delay or omission in reporting hereunder or any unintentional error in the amount or the description of the goods, vessel or voyage or if the subject matter of the insurance be shipped by another vessel, if prompt written notice is given to the Company as soon as said facts become known to the Assured.

**15. Inspection of Records**

The Company may examine and audit the books and records of the Assured as far as they relate to the subject matter of this insurance, at any time during the Policy period and extensions thereof and within twelve (12) months after termination of this Policy.

**16. Valuation**

Goods Insured will be valued **As Per Declarations Page**.

Foreign currency is to be converted into US Dollars at Banker's Sight Rate of Exchange current in New York on the day of the invoice.

**17. Limits of Liability**

This insurance shall cover for not more than **As Per Declarations Page**.

**18. Accumulation**

Should there be an accumulation of interests beyond the limits expressed in this Policy by reason of any interruption of transit beyond the control of the Assured, or by reason of any casualty arising during transit, or at a transshipping point or on a connecting vessel or conveyance, this Policy shall attach for the full amount at risk (but in no event for more than twice the limit per vessel or other conveyance contained in the Policy) provided written notice be given to this Company as soon as known to the Assured.

However nothing contained within this clause shall extend coverage at storage, exhibition, installation, salesperson sample or any other static risk situations.

**19. Carrier**

It is warranted that this insurance shall not inure, directly or indirectly, to the benefit of any carrier or bailee.

**20. Locally Admitted Insurance**

Where the Assured is obliged by legislation or otherwise to insure locally, whether such insurance is affected or not, they shall continue to have the full benefit on a primary basis of the protection afforded by this Policy. It is also agreed that following the payment of a claim hereunder, the Company shall be subrogated to all rights and remedies of the Assured under such local insurance and in no case shall this insurance contribute in double insurance.

**21. Headings, Captions and Paragraph Numbers**

The headings, captions and paragraph numbers herein are for reference purposes only and shall not be deemed to form part of this Policy.

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**SECTION II: INSURING CLAUSES**

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**22. Average Terms**

Shipments of the goods insured sufficiently packed to withstand the intended voyage covered by this Policy are insured **As Per Declarations Page** except as noted below, and excepting such risks as are excluded by the Paramount Warranties of this Policy or elsewhere.

**23. Deductible**

Each claim for loss or damage covered under this Policy shall be adjusted separately and from the amount of each claim as adjusted shall be deducted the amount of the deductible **As Per Declarations Page**, unless such loss or damage be caused by total loss of the vessel, or General Average or Salvage Charges.

**24. All Risks Clause**

If "All Risks" is listed in the "Average Terms" section of the Declarations Page, then the following All Risks insuring clause shall apply:

Unless otherwise specified below, this Policy insures against all risks of physical loss or damage to the goods insured from any external cause, but excluding those risks excluded by the F.C. & S. Warranty and S.R. & C.C. Warranty in this Policy or otherwise excluded by the terms of this Policy, except to the extent that such risks are specifically covered within this Policy form.

**25. Perils Clause**

Except where "All Risks" is listed in the "Average Terms" section of the Declarations Page, this insurance is provided pursuant to the following Perils Clause:

Touching the adventures and perils which the Company is content to bear and take upon itself, they are of the seas, fires, assailing thieves, jettisons, loss overboard of overseas containers while stowed on deck, barratry of the master and mariners, and all other like perils, losses and misfortunes that have or shall come to the hurt, detriment or damage of the goods insured or any part thereof.

In respect to shipments via aircraft, the words, "seas" and "barratry of the master and mariners" shall be read as "air" and "breaches of trust by the air crew," respectively.

**26. Shore Perils Clause**

Where this insurance by its terms covers goods while on docks, wharves or elsewhere on shore and/or during land transportation, it shall include the risks of collision, derailment, fire, lightning, sprinkler leakage, wind, hail, flood, earthquake, landslide, volcanic eruption, aircraft, falling objects, the rising of waters, or any accident to the conveyance and/or collapse and/or subsidence of docks and/or structures, and to pay loss or damage caused thereby, even though the insurance be otherwise Free of Particular Average.

**27. Free of Particular Average (FPA)**

Warranted Free from Particular Average unless the vessel or craft be stranded, sunk or burnt, but notwithstanding this warranty, the Company shall pay for any loss or damage to the goods insured which may reasonably be attributed to fire, collision or contact of the vessel or craft with any external substance (ice included) other than water, or the discharge of the goods insured at a port of distress; also including the risks of jettison and washing overboard irrespective of percentage.

This warranty, however, shall not apply where broader terms of average are provided by or endorsed to this Policy.

**28. On Deck Bill of Ladings**

Shipments sufficiently packed to withstand the intended voyage On Deck subject to an On-Deck Bill of Lading are warranted Free from Particular Average unless directly resulting from the vessel or craft being stranded, sunk or burnt, but notwithstanding this warranty, the Company shall pay for any loss or damage to the goods insured which may reasonably be attributed to fire, collision or contact of the vessel or craft with any external substance (ice included) other than water, or to discharge of the goods insured at a port of distress; also including the risks of jettison and washing overboard irrespective of percentage.

**29. Used or Reconditioned Goods**

Shipments of used and/or reconditioned goods sufficiently packed to withstand the intended voyage covered by this Policy are insured per the Average Terms (and excepting such risks as are excluded by the Paramount Warranties in this Policy) but excluding wear and tear, rust, corrosion and oxidation and derangement and damage arising there from and also excluding denting, marring, scratching, electrical and/or mechanical derangement and any pre-existing damage.

**30. Sue & Labor**

In the case of any actual loss or misfortune, it shall be lawful and necessary 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 goods insured, or any part thereof, without prejudice to this insurance. Subject always to the applicable Limit of Liability, sue and labor charges are payable irrespective of percentage. The acts of the Assured or the Company in recovering, saving, or preserving the goods insured, in case of loss, shall not be deemed a waiver or acceptance of abandonment.

**31. Warehouse to Warehouse and Marine Extension Clause**

- a. This insurance attaches from the time the insured property leaves the warehouse, or is delivered alongside or on board the overseas conveyance in accordance with the obligation of the Assured under the terms of sale, for the commencement of transit and continues until:
  - i. insured property is delivered to the Consignee's or other final warehouse or place of storage at the intended destination; or
  - ii. the insured property is delivered to any other warehouse or place of storage, whether prior to or at the intended destination, which the Assured (including any shipper, assignee, consignee or claimant that has control of the insured property at the relevant time) elects to use either:
    - (a) for storage other than in the ordinary course of transit; or
    - (b) for allocation or distribution; or
  - iii. the expiring of sixty (60) days (thirty (30) days on air shipments) after completion of discharge from the overseas vessel (or aircraft), whichever shall first occur. In the event of delay in excess of the limits specified arising from circumstances beyond the control of the Assured, held covered at a premium to be named for an additional thirty (30) days provided the Assured gives written notice thereof to the Company as promptly as possible but in any event prior to the expiry of the original sixty (60) days (thirty (30) days on air shipments) period.

- b.
    - i. this insurance specially to cover the insured property during deviation, delay, forced discharge, re-shipment, transshipment and any other variation of the adventure arising from the exercise of a liberty granted to the shipowner or charterer under the contract of affreightment.
    - ii. in the event of the exercise of any liberty granted to the shipowner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original insured destination, this insurance continues until the insured property is sold and delivered at such port or place; or, if the insured property be not sold but is forwarded to the original insured destination or to any other destination this insurance continues until the insured property has been sold and delivered to the warehouse or place of storage as provided in Section 31.a.
- c. If while this insurance is still in force and before the expiry of fifteen (15) days from midnight on the day on which the discharge overseas of the insured property from the overseas vessel at the final port of discharge is completed, the insured property is re-sold (not being a sale within the terms of Section 31.a.ii. and is to be forwarded to a destination other than that covered by this insurance, the insured property is covered hereunder while deposited at such port of discharge until again in transit or until expiry of the aforementioned fifteen (15) days whichever shall first occur. If a sale is effected after the expiry of the aforementioned fifteen (15) days while this insurance is still in force the protection afforded hereunder shall cease as from the time of the sale.
- d. Held covered at a premium to be named in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
- e. It is a condition of this insurance that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of the Assured, Assignee, Consignee or Claimant and the Assured, Assignee, Consignee or Claimant shall act with reasonable dispatch in all circumstances within their control.
- f. It is agreed that insured property taken out of transit upon instructions of surveyors appointed by or on behalf of the Company for the purpose of establishment of loss or damage, shall be held covered, subject to the original terms and conditions applying to such shipment, without payment of additional premium or advice to the Company, during such interruption or suspension of transit until disposed of by delivery to and acceptance by the original Consignee or by sale to others or otherwise, provided that during such interruption.

### **32. Deviation**

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

### **33. Consolidation / Deconsolidation**

This Policy is extended to cover the insured property temporarily stopped in transit for the purpose of consolidation or deconsolidation in or from overseas containers for a period not exceeding thirty (30) days whether the said stoppage in transit is within the control of the Assured or not. Held covered in excess of this time period provided the Assured gives prompt written notice to this Company as promptly as possible but in any event prior to the expiry of the original thirty (30) day period and pays additional premium at rates to be agreed.

**34. General Average**

General Average and Salvage Charges payable according to United States Laws and usage and/or as per Foreign Statement and/or as per York-Antwerp Rules (as prescribed in whole or in part) if in accordance with the Contract of Affreightment. General Average Contributions, Salvage and special charges will be payable in full, irrespective of insured and contributory values, not to exceed the Company's Limits of Liability.

**35. Insufficiency of Packaging**

In the event of a claim being made for loss or damage which is alleged to be caused by insufficiency or unsuitability of packing, packaging, or preparation of the subject matter insured, the Company hereby agrees that they will not use such alleged insufficiency or unsuitability as a defense against the claim in any case where the packing, packaging, or preparation was carried out by a party other than the Assured and the insufficiency or unsuitability arose entirely without the Assured's privity or knowledge. For the purpose of this clause, packing shall be deemed to include stowage in a container or liftvan.

**36. Both to Blame Collision**

Where goods are shipped under a bill of lading containing the Both to Blame Collision Clause the Company agrees, as to all losses covered by this insurance, to indemnify the Assured for any amount (up to the Limit of Liability) which the Assured may be legally bound to pay to the ship owner under such clause. In the event that such liability is asserted the Assured agrees to notify the Company who shall have the right, at their own cost and expense, to defend the Assured against such claim.

**37. Inchmaree Clause**

This insurance is also specifically to cover, irrespective of percentage, any physical loss of or damage to the goods insured hereunder caused by or through any of the following: the bursting of boilers; the breakage of shafts; any latent defect in the machinery, hull or appurtenances; faults or errors in the navigation or management of the vessel by the master, mariners, mates, engineers, and pilots.

**38. Explosion**

This insurance includes the risk of explosion, howsoever or wheresoever occurring while the insurance afforded under this Policy remains in effect, unless excluded by the F.C. & S. Warranty or the S.R. & C.C. Warranty set forth herein or unless proximately caused by the inherent vice or nature of the subject matter insured.

**39. Fumigation**

In the event of physical loss or damage to the goods insured caused by fumigation, the Company agrees to indemnify the Assured for such physical loss or damage, and the Assured hereby agrees to subrogate to the Company any recourse they may have for recovery of such physical loss or damage from others.

**40. Loading / Unloading**

This insurance is extended to cover goods and/or merchandise intended for shipment prior to dispatch during the loading process into containers, trailers or rail cars, but not exceeding seventy two (72) hours prior to commencement of loading operations, or after arrival at final destination.

**41. Warehousing Forwarding Charges, Insolvency, and Packages Totally Lost**

This Policy shall also cover contributions and/or reasonably and customary expenses during landing, warehousing, forwarding and special charges incurred by reason of perils insured against, or as a result of insolvency or financial default of the owners, charterers, managers, or operators of the vessel.

Also to pay for any physical loss or damage to the goods insured which may be reasonably attributed to discharge of cargo at port of distress.

The Company agrees to pay the insured value of any package or packages which may be totally lost in loading, transshipment or discharge.

### SECTION III: ADDITIONAL COVERAGES

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**42. Return Shipments**

In the event of refusal or inability of the Assured or other consignee to accept delivery of goods insured hereunder or shipments of insured goods that would have been insured hereunder except for terms of sale, this insurance is extended to cover such shipments, subject to Policy valuation and insuring conditions, during delay and/or return or until otherwise disposed.

In no event shall this insurance inure to the benefit of the consignee.

**43. Interruption of Transit of Damaged Goods**

Goods and/or merchandise taken out of ordinary transit upon instructions of surveyors appointed by or on behalf of the Company for the purpose of establishment of loss or damage, shall be held covered, subject to the original terms and conditions applying to such shipment, without payment of additional premium.

**44. Duty**

This insurance also covers, subject to Policy terms of average, the risk of partial physical loss by reason of perils insured against on the duties imposed on goods 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 duties, shall attach as an additional insurance upon the goods from the time such duty is paid or becomes due, to the extent of the amounts thereof are actually paid or payable.

Any Limit of Liability expressed in this Policy shall be applied separately to such increased value. The Assured warrants that on all risks insured hereunder a separate amount shall be reported sufficient to cover the said duty, upon which the rate of premium shall be an agreed percentage of the merchandise rate.

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 the Company so elects, surrender the merchandise to the customs authorities and recover duties thereon as provided by law, in which event any claim under this Policy shall be only for a total loss of the merchandise so surrendered and reasonably and customary expenses.

This insurance on duty and/or increased value shall terminate at the end of the import movement covered under this Policy, (including the Warehouse to Warehouse and/or Marine Extension Clause if incorporated herein), but nothing contained in these clauses shall alter or affect any coverage granted elsewhere in the Policy during the storage or transit subsequent thereto.

**45. F.O.B. / F.A.S. / Cost and Freight**

This insurance is extended to cover shipments sold by the Assured on F.O.B., F.A.S., Cost and Freight or similar terms whereby the Assured is not obligated to furnish marine insurance. This Policy attaches subject to its terms and conditions and continues until goods are loaded on board the overseas vessel or until the Assured's interest ceases, whichever shall first occur.

**46. Unpaid Vendors / Contingent Interest**

All shipments of goods sold by the Assured on F.O.B., F.A.S., Cost and Freight, or similar terms whereby the Assured is not required to furnish insurance, this Policy is extended to cover only the interest of the Assured as an unpaid vendor, from the time shipments become at the risk of the customer under the terms of the sale until payment, but in no event beyond the time when the Company's risk would normally cease under the terms of this Policy.

In no event shall this insurance inure to the benefit of the buyer or their insurer, but in the event of a loss occurring which would be collectible hereunder but for such terms of sale and the Assured is unable to collect the purchase price from the buyer in regular course, the Company will advance to the Assured the amount of such loss pending collection from the buyer; such advance will be made as a loan without interest refundable only in the amount collected from the buyer or from their insurer; the Assured hereby agreeing to use all reasonable means to collect the full amount due from the buyer and to reimburse the Company.

The Assured agrees not to divulge the existence of this coverage, except as between the Assured and/or Underwriters and/or the Company.

**47. Guarantee of Collectability / DIC**

All goods purchased by the Assured on C.I.F. or similar terms, where the seller is required to furnish insurance, the Company guarantees collection of any claim recoverable under the seller's transit insurance, but only to the extent the claim would be recoverable under the terms, conditions and warranties set forth in this Policy if the goods and/or merchandise and/or property had been insured hereunder.

In no event shall this insurance inure to the benefit of the seller or their Company, and the Assured agrees to make, and will make, all reasonable efforts to collect the full amount of any loss, damage or expense from the seller and their Company, but in the event the Assured is unsuccessful in making a recovery, the Company will advance to the Assured the amount of the uncollected loss, damage or expense as a loan without interest.

**48. Ex-Dock Purchases**

On goods purchased by the Assured "Ex-Dock" or similar terms, this Policy covers subject to its terms and conditions the goods insured from the time insurance provided by the seller terminates or from the moment title passes to the Assured under terms of the contract of sale, whichever is later.

**49. Ex-Dock Sales**

It is agreed that with respect to shipments sold by the Assured "Ex-Dock" or similar terms of sale, insurance under this Policy shall continue to cover the insured goods until ultimately delivered to the buyer or until the Assured is paid for the goods, whichever shall first occur.

**50. Fraudulent Bills of Lading**

This Policy covers physical loss or damage occasioned through the acceptance by the Assured or their Agents or shippers of Fraudulent Bills of Lading and/or shipping receipts and/or messenger receipts, or by the use of legitimate bills of lading and/or other shipping documents without the authorization of the Assured or their Agents, all provided that:

- a. The coverage for the shipment includes loss caused by theft; and
- b. In no event does this Policy cover loss or damage arising from the shipper's fraud or misstatement.

**51. Labels Clause**

If an insured peril causes damage to labels, capsules, wrappers or cartons, the Company shall pay no more than an amount sufficient to pay the cost of new labels, capsules, wrappers or cartons, and the cost of reconditioning and/or relabeling the goods. In no event, however, shall the Company be liable for more than the insured value of the damaged goods.

**52. Recoopering / Repacking**

In the event of packaging being damaged in transit or arriving at destination in a damaged condition as a result of which it is necessary to re Cooper or provide new packaging, the Company will pay the cost of recoopering and/or the cost of new packaging.



In respect of packing which falls outside the above provisions, it is agreed that should outer packing be damaged from an insured peril which renders the insured interest unfit for on-shipment or distribution, irrespective of final destination shown herein, the Company agrees to pay the cost of repacking reasonably and customary expenses, provided such damage occurred during the currency of this insurance.

**53. Brand or Trademark**

In the case of damage to insured property bearing a brand or trademark, or the sale of which carries or implies a guarantee, the salvage value of such damaged insured property shall be determined after the removal of all brands or trademarks; in the event the brand or trademarks cannot be removed from the packaging, the contents shall be transferred to plain bulk packaging. With respect to any property and/or packages where it is impractical to destroy all evidence of the Assured's connection therewith, the Company agrees to consult and cooperate with the Assured with respect to the disposition of said property and/or packages. Should it become necessary to destroy the property and/or packages, the Assured shall give the Company the opportunity to have a representative in attendance. All reasonably and customary expenses incidental to the removal of brands or trademarks, or destruction of the property and packages, if necessary, shall be part of the claim.

This Policy covers damage to trademarked packaging, but claims payable hereunder shall be limited to an amount sufficient to pay the cost of new packaging, including forwarding charges of the new packaging and charges of repacking.

**54. Pairs and Sets**

In the event of loss of or damage to any one or more pieces of a set comprising, when completed for sale or use of two or more components or pieces, the Company shall be liable only for the proportion of the insured value of the piece or pieces lost or damaged or, at the option of the Assured, for the insured value of the total set. In consideration of the foregoing, the Assured agrees, where such settlement option has been exercised, to surrender to the Company, when so requested, the undamaged or available pieces of the set.

**55. Control of Damaged Goods**

In the event of loss or damage to the goods and/or merchandise insured hereunder, the Assured shall have full rights to the possession and control of all damaged goods and/or merchandise. The extent of loss or damage is to be determined by the Assured and Company who shall also agree upon how to obtain the highest salvage price possible.

Wherever possible, the Assured must recondition all damaged goods and/or merchandise, but only to the extent that the damaged goods and/or merchandise can be restored to original quality, as agreed to between the Assured and the Company. As respects to reconditioned goods and/or merchandise, which has been restored to its original quality, the Company is only liable for the direct costs, reasonable, and customary expenses incurred in the restoration of the goods but not to exceed the value insured.

Salvage value shall be determined after removal of all brands or trademarks. Where it is not possible to remove all product association with the Assured or the cost to do so would exceed the anticipated salvage proceeds, the goods are to be destroyed in the presence of a representative of the Company.

**56. Concealed Damage**

Any loss or damage found upon opening of original shipping packages at the final destination (but not exceeding thirty (30) 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. It is a condition of this insurance where original shipping packages arrive at the final destination in a visibly damaged condition they shall be opened immediately and the contents inspected. Violation of this condition shall void the insurance provided by this clause.

**57. Demurrage Charges**

If the Assured is directed by the Company to retain a container, trailer or rail car and if the Assured is assessed a late fee and/or demurrage charge for the holding of the container, trailer or rail car past the return date, the Company will pay late penalties and demurrage charges. The amount the Company will pay shall be the charges assessed until such time as the Company agrees that the container, trailer or rail car may be released.

**58. Debris Removal**

This insurance is extended to cover, in addition to any other amount recoverable under this insurance, extra expenses reasonably and customarily incurred by the Assured for the removal and disposal of debris of the subject-matter insured, or part thereof, by reason of damage thereto caused by an insured peril, but excluding absolutely: (a) any expenses incurred in consequence of or to prevent or mitigate pollution or contamination, or any threat or liability therefore; (b) the cost of removal of cargo from any vessel or craft.

In no case shall the Company be liable under this clause for more than ten percent (10%) of the insured value of the shipment.

This clause shall not increase the Limit of Liability provided for in this Policy.

**59. Expediting Expenses**

In the event of partial loss or damage covered hereunder, this Policy is extended to cover the expense of Air Express and/or Air Freight charges for replacement parts.

The liability of the Company under this clause shall not exceed \$5,000 or ten percent (10%) of the insured value of the damaged goods and/or merchandise, whichever is greater.

This clause shall not increase the Limit of Liability provided for in this Policy.

**60. Shortage from Container**

This insurance is extended to cover shortage of goods insured from container(s), meaning:

- a. The difference between the number of packages as per shippers and/or suppliers invoice and/or packing list which were loaded; and
- b. The count of the packages removed taken by the Assured and/or their Agent at the time of discharge from the container upon arrival at the final Assured destination, provided that:
  - i. the coverage for the shipment includes loss caused by theft;
  - ii. the Assured makes every attempt to recover the loss from anyone who may have been responsible for the shortage through involvement in stuffing the container; and
  - iii. this clause excludes liability for any such loss which can be attributed to forcible entry into the container which occurred after its delivery to the store, warehouse, factory or other premises to which the goods are insured.

It is a condition of 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.

**61. Deliberate Damage – Pollution Hazard**

This insurance is extended to cover, but only while the goods insured are on board a waterborne conveyance, physical loss 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.

**62. Deliberate Damage – Customs**

This insurance is extended to cover, while the goods and/or merchandise are in the due course of transit, physical loss or physical damage to the goods and/or merchandise insured arising out of the performance of inspection duties by Customs Service Agents or other duly appointed governmental agencies that are performing inspection duties of or for the Customs Service. However, the Company will not pay, under this clause or otherwise, for any loss, damage or deterioration arising from delay even if the delay is caused by a peril insured against.

**SECTION IV: EXCLUSIONS**

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The following exclusions shall apply unless modified or superseded elsewhere herein or endorsed hereon by another provision that specifically refers to the perils identified in these Exclusions and specifically states that coverage shall be afforded for such perils.

**63. Exclusions**

This Policy does not cover:

- a. Loss or damage or expense caused by willful misconduct of the Assured;
- b. Loss or damage or expense caused by ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear;
- c. Loss or damage or expense caused by the inherent vice or nature of the goods insured.

**SECTION V: PARAMOUNT WARRANTIES**

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The following warranties shall be paramount and shall not be modified or superseded by any other provision contained in this Policy or stamped or endorsed hereon unless such other provision refers specifically to the perils excluded by these Warranties and expressly assumes the said perils.

**64. F.C. & S. Warranty (April 3, 1980)**

Notwithstanding anything herein contained to the contrary, this insurance is warranted free from:

- a. Capture, seizure, arrest, restraint, detainment, confiscation, preemption, requisition or nationalization, and the consequences thereof or any attempt thereat, whether in time of peace or war and whether lawful or otherwise;
- b. All loss, damage or expense, whether in time of peace or war, caused by (i) any weapon of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter or (ii) any mine or torpedo;
- c. All consequences of hostilities or warlike operations (whether there be a declaration of war or not), but this warranty shall not exclude collision or contact with aircraft, or with rockets or similar missiles (other than weapons of war) or with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather, fire or explosion 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 purposes of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power;
- d. The consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom; or from the consequences of the imposition of martial law, military or usurped power; or piracy.

**65. S.R. & C.C. Warranty (April 3, 1980)**

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

- a. Strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrences or disorders;
- b. Vandalism, sabotage or malicious act, which shall be deemed also to encompass 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 there from is accidental or intentional.

**66. AIMU Chemical, Biological, Bio-Chemical, and Electromagnetic Exclusion Clause (March 1, 2003)**

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to or arising from an actual or threatened act involving a chemical, biological, bio-chemical or electromagnetic weapon, device, Agent or material when used in an intentionally hostile manner.

**67. AIMU Extended Radioactive Contamination Exclusion Clause with U.S.A. Endorsement (March 1, 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; or
- 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.

**68. Radioactive Contamination Exclusion (U.S.A. Endorsement)**

This insurance is subject to the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) provided that if fire is an insured peril and where the subject matter insured or, in the case of a reinsurance, the subject matter insured by the original insurance, is within the U.S.A., its islands, onshore territories or possessions and a fire arises directly or indirectly from one or more of the causes detailed in Sub-Clauses 67.a., 67.b., and 67.d. of the Extended Radioactive Contamination Exclusion Clause March 1, 2003 any loss or damage arising directly from that fire shall, subject to the provisions of this insurance, be covered, EXCLUDING however any loss damage liability or expense caused by nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

**69. Delay Clause**

This insurance is warranted free from, and shall not cover, loss of market or loss, damage or expense arising from delay, regardless of whether such delay is caused by a peril insured against or otherwise, unless such risks are expressly assumed elsewhere in this Policy.

**70. Infidelity**

In no case shall this insurance cover loss or damage caused by or resulting from misappropriation, secretion, conversion, infidelity or any dishonest act done by or at the instigation of the Assured or other party of interest, or their employees or Agents (carriers for hire excepted).

## SECTION VI: LOSS CLAUSES

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### 71. Other Insurance

If any goods insured are covered by other insurance which attached prior to the date of attachment of this Policy, the Company shall be liable only for the amount in excess of such prior insurance and shall return to the Assured premium to be agreed after determination of the terms of the other insurance.

If any goods insured are covered by other insurance which attached subsequent to the date of attachment of this Policy, the Company shall nevertheless pay to the full extent of its liability under this insurance without right to claim contribution from the subsequent insurers.

If any goods insured are covered by other insurance which attached on the same date of attachment of this Policy, such other insurance shall be deemed to be simultaneous, and the Company will be liable only for a pro-rata contribution to the loss or damage in proportion to the amount that the insurance under this Policy bears to the total amount of insurance placed on the goods from all sources and will return to the Assured an amount of premium proportionate to such reduction of liability.

It is agreed that nothing in this clause shall alter the intent or operation of the Interest Clause of this Policy.

### 72. Notice of Loss

In case of actual or expected loss of or damage to the goods insured which may become a claim under this Policy, same shall be reported promptly in writing to the Company or its claims representatives and proof of interest shall be filed with them as soon as practicable thereafter. Failure to report loss or damage promptly shall invalidate any claim under this Policy.

### 73. Payment of Losses

Claims recoverable hereunder to be paid within thirty (30) days after the Company's acceptance in writing of the insured proof-of-loss. Claims covered under this Policy, including non-admitted claims for the Assured's worldwide affiliates, are to be payable in U.S. or local currency, at the Assured's discretion. If admitted coverage is issued, claims are to be payable in USD or local currency if permissible by law.

In the event of a claims payment involving local currency, conversion into and from the currency of the United States shall be based on the New York foreign exchange selling rate published in The Wall Street Journal as of the date of loss.

### 74. Constructive Total Loss

No recovery for a Constructive Total Loss shall be had hereunder unless the property 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 when the expenditure had been incurred and/or as may be agreed by the Company.

### 75. Partial Losses

In case of partial loss by perils insured against, and notwithstanding any applicable statute to the contrary, there shall be a separation between sound and damaged goods insured and the amount of recoverable loss shall be determined by:

- a. An agreed percentage of depreciation, in which event the Assured shall receive the agreed 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 goods sold and the proceeds of the sale.

**76. Subrogation**

It is agreed that, on payment of any loss, the Assured shall assign and subrogate to this Company all their rights against third parties to the extent of such payments and shall permit suit to be brought in their name but at this Company's expense. The Assured further agrees to render all reasonable assistance in the prosecution of any suit. However, except in General Average, this Company shall not be subrogated to any rights and/or claims against the Assured's affiliates or subsidiaries.

**77. Impairment of Recovery and Released Value Contracts of Carriage**

In case of any agreement, act or omission of the Assured, prior to or subsequent to loss, whereby any right of recovery against any carrier or bailee is released, impaired or lost, which would on acceptance of abandonment or payment of loss by the Company have inured to its benefit, the Company shall pay for the loss only to the extent its right of recovery was not released, impaired or lost.

Notwithstanding the preceding paragraph, the Assured may accept from carriers bills of lading, receipts or contracts of transportation containing a release or limitation of liability as to the value of the goods, without prejudice to this insurance.

**78. Machinery**

At the option of the Assured, in case of loss or damage to any part of a machine, the Company will pay the proportion that the part lost or damaged bears to the insured value; or, the Company will pay for the cost and expense, including labor and forwarding charges, of replacing or repairing the lost or damaged part. Loss, if any, sustained by payment of additional duty on replacement parts shipped for damaged machinery shall only be recoverable if duty was insured with the original shipment of machinery. In no event, however, shall the Company be liable for more than the insured value of the complete machine.

**79. Suit**

No suit or action for the recovery of any claim arising under this Policy shall be maintainable in any court unless such suit or action shall have been commenced within two (2) years from the date of the happening of the loss out of which the said claim arose; provided, however, that if the law of the state or jurisdiction in which this Policy was issued makes such limitation invalid, then any such claim shall be void unless action is commenced within the shortest limit of time permitted by the laws of such state or jurisdiction.

**80. Choice of Law**

It is agreed that this Policy and all endorsements shall be governed by the federal maritime law of the United States. In the absence thereof, the laws of the State of New York shall apply.

**81. Suit Time**

The Company agrees to protect the length of suit time on behalf of the Assured from any and all claims filed under this Policy. The Company agrees to notify the Assured if the Assured's assistance is required in obtaining an extension of suit time. The Assured agrees to fully cooperate in any recovery effort or protection of suit time by the Company. The Assured's claim will not be prejudiced by loss or reduction in recovery unless due to the negligence of the Assured. In no event will the Assured's claim be reduced by more than the reasonable expected recovery.

## ENDORSEMENT

This endorsement, effective 12:01 a.m., January 1, 2023 forms a part of Policy No. UM00101342MA23A issued to Crowley Maritime Corporation by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### VESSEL CLASSIFICATION & RATE SCHEDULE

This endorsement modifies insurance provided under the following:

#### Ocean Cargo Coverage Solutions

##### Vessel Classification

The following are the present rates of premium of this Company applying to Under Deck Shipments on:

1. Metal-hulled, self-propelled vessels which are not over twenty (20) years of age nor less than 1000 net registered tons and which are classed A1 American Record or equivalent by a Member of the International Association of Classification Societies; or
2. Vessels over twenty (20) years of age which are approved by this Company, and which are not less than 1000 net registered tons and classed as in 1. above, but only while operating in their regular trades; but in either case excluding vessels built:
  - a. for service on the Great Lakes;
  - b. solely for military or naval service; or
  - c. for the carriage of dry bulk or liquid bulk cargoes, and which are more than fifteen (15) years of age, unless specifically approved by this Company.
3. Ocean going barges which are classed A1 American Record or equivalent by a Member of the International Association of Classification Societies.

##### Rate Schedule

Rates to be fixed by this Company at the time of declaration of risk for shipments not specified herein in respect of which insurance is provided under the policy.

The rates below are subject to change on thirty (30) days' notice.

Rates from Ports and /or Places as below to Ports and/or Places as below.

**For Goods Insured per Declarations Page:**

From: **As per Declarations Page**

To: **As per Declarations Page**

**Rates:**

- |  |  |
|--|--|
| • International Transit:               | <b>As per Declarations Page</b>                        |
| • Domestic Transit:                    | <b>As per Declarations Page</b>                        |
| • Storage:                             | <b>As per Declarations Page</b>                        |
| • Import Duty:                         | <b>As per Declarations Page</b> /included in the above |
| • Contingency Insurance:               | <b>As per Declarations Page</b> /included in the above |
| • Contingency Insurance for Consignee: | <b>As per Declarations Page</b> /included in the above |
| • DIC/Guarantee of Collectability:     | <b>As per Declarations Page</b> /included in the above |

**TRIA:**

- |                                     |                                 |
|-------------------------------------|---------------------------------|
| <input type="checkbox"/>            | <b>As per Declarations Page</b> |
| <input checked="" type="checkbox"/> | <b>Declined</b>                 |

Terrorism per Terrorism Risk Insurance Act for storage outside the United States is not covered by this Policy.

All rates are per \$100.00 of **As per Declaration Page**. Shipments of other goods or by other vessels and/or between other places, or all shipments on deck, at rates to be arranged.

War Risks, Strikes, Riots and Civil Commotion are at additional rates of this Company in effect at time of shipment.

All other terms and conditions of this Policy remain unchanged.



## ENDORSEMENT

This endorsement, effective 12:01 a.m., January 1, 2023 forms a part of Policy No. UM00101342MA23A issued to Crowley Maritime Corporation by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### WAR RISK

This endorsement modifies insurance provided under the following:

#### **Ocean Cargo Coverage Solutions**

In consideration of premiums to be paid at the rates of the Company, this endorsement covers War Risks only, in accordance with the terms and conditions hereinafter set forth.

The Company shall not be liable hereunder for more than **As Per Declarations Page** by any one vessel.

This endorsement shall cover only those shipments which are insured against marine risks under the attached Marine Cargo 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 included under the Marine Cargo Policy) on which the goods are to be carried and the ports and/or places of loading and discharge, as reported under this endorsement against marine risks, shall be deemed incorporated herein. Notwithstanding the foregoing, this endorsement shall not cover purely domestic shipments by air between points in the United States of America (excluding Alaska and Hawaii).

This endorsement also covers, as a separate insurance, 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, including the act or acts of one or more persons, whether or not agents or a sovereign power, carried out for political, terrorist or ideological purposes and 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 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 property insured.

1. The coverage against the risk enumerated above, except the risk of floating or stationary mines and stray or derelict torpedoes, floating or submerged, and the act or acts of one or more person, whether or not agents of a sovereign power, carried out for political, terrorist or ideological purposes, referred to in Item 2. below, shall not attach to the interest insured or to any part thereof.
  - A. Prior to being on board an overseas vessel (for the purpose of this endorsement, 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 that vessel),
  - B. After being discharged overseas from an overseas vessel at the intended port or place of discharge, or after the expiry of fifteen (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,
  - C. After expiry of fifteen (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 fifteen (15) days the insurance remains in force whether the interest is awaiting transit or in transit between the overseas vessels.

2. The insurance against the risks of floating or stationary mines and stray or derelict torpedoes, floating or submerged, and the act or acts of one or more person, whether or not agents of a sovereign power, carried out for political, terrorists or ideological purposes, 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 interest is finally landed from the vessel, craft or lighter prior to delivery to warehouse at such destination.
3. 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 endorsement.
4. Shipments by mail, if covered by this endorsement, are insured continuously from the time of leaving the sender's premises until delivered to the place of address.
5. Shipments by air (other than by air mail), if covered by this endorsement, are insured subject to the same terms and conditions as shipment by overseas vessels.
6. For the purposes of this endorsement, 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.
7. This insurance provided by this endorsement does not cover any loss, damage or expense caused by or resulting from any of the following causes:
  - A. Commandeering, pre-emption, 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 of market.
  - D. Claim based upon loss of, or frustration of, the insured voyage or adventure caused by arrests, restraints or detentions.
  - E. Arising 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.

Notwithstanding the cancellation provisions in the Marine Cargo Policy, this endorsement may be cancelled by either party upon forty-eight (48) hours written or telegraphic notice to the other party, but such cancellation shall not affect any shipment on which this insurance has attached under the terms 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 of 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 above, provided that, prior to said effective date, such shipments were at risk of the Assured.

All other terms and conditions of this Policy remain unchanged.

## ENDORSEMENT

This endorsement, effective 12:01 a.m., January 1, 2023 forms a part of Policy No. UM00101342MA23A issued to Crowley Maritime Corporation by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### STRIKES, RIOTS AND CIVIL COMMOTIONS FORM 12

This endorsement modifies insurance provided under the following:

#### Ocean Cargo Coverage Solutions

THIS INSURANCE ALSO COVERS:

1. Physical loss of or damage to property 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 property insured directly caused by vandalism, sabotage or malicious acts; and
3. Physical loss of or damage to the property 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 (3) be not excluded by the F.C. & S. Warranty in the Policy to which this endorsement is attached. Notwithstanding the foregoing, coverage under this subsection (3) is conditional upon the property insured being in the ordinary course of transit and, in any event, shall terminate:
  - A. As per the Warehouse to Warehouse Clause, Marine Extension Clause, 60 Day South American 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 Insured 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 sixty (60) days after completion of discharge overside of the property insured from the vessel at the port of discharge; or
  - E. In respect of air transits, on the expiry of thirty (30) days after unloading the property insured from the aircraft at the place of discharge;

whichever shall first occur.

While the property 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 property 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 property is 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:

- A. Change in temperature or humidity;
- B. The absence, shortage, or withholding of power, fuel, or labor of any description whatsoever during any strike, lockout, labor disturbance, riot or civil commotion;
- C. Loss of market or loss, damage or deterioration arising from delay;
- D. Hostilities, warlike operations, 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
- E. Nuclear reaction, radiation or radioactive contamination, as per Extended RACE Clause;
- F. 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 the Company from time to time.

This endorsement may be cancelled by either party upon forty-eight (48) hours written, telegraphic, telefaxed, or electronic notice to the other party, but such cancellation shall not affect any risks which have already attached hereunder.

Additional Premium to be agreed.

All other terms and conditions of this Policy remain unchanged.

## ENDORSEMENT

This endorsement, effective 12:01 a.m., January 1, 2023 forms a part of Policy No. UM00101342MA23A issued to Crowley Maritime Corporation by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### WAREHOUSE COVERAGE

This endorsement modifies insurance provided under the following:

#### Ocean Cargo Coverage Solutions

##### GOODS INSURED

This Policy is hereby extended to cover goods and merchandise owned by the Assured or held by them in trust or on commission or consignment, or otherwise held, or sold but not delivered or removed, on joint account with or belonging to others for which the Assured may be liable in the event of loss while said goods and merchandise are temporarily held in storage or in warehouses scheduled as a "Covered Location". The coverage provided under this endorsement attaches immediately upon termination of the Warehouse to Warehouse and Marine Extension Clause of the Policy and continues until the insured property is exported from a Covered Location.

##### COVERAGE AND EXCLUSIONS

The insuring terms, unless otherwise stated herein, are against all risks of physical loss of or damage from any external cause, excluding nevertheless, the risks excluded by the following clauses current on the date of this endorsement this Policy attaches to, or as amended thereafter: F.C. & S. Warranty (April 3, 1980), S.R. & C.C. Warranty (April 3, 1980), AIMU Chemical, Biological, Bio-Chemical, and Electromagnetic Exclusion Clause (March 1, 2003), AIMU Extended Radioactive Contamination Exclusion Clause with U.S.A. Endorsement (March 1, 2003), Radioactive Contamination Exclusion (U.S.A. Endorsement), Delay Clause, Infidelity.

The Assured agrees this coverage shall not inure directly or indirectly to the benefit of any bailee nor shall there be any abandonment to the Company of any goods or merchandise.

This Endorsement also does not cover any loss, damage or expense directly or indirectly caused by:

- A. Unexplained loss, mysterious or unexplained disappearance or shortage disclosed upon taking inventory;
- B. Misappropriation, secretion, conversion, infidelity or any dishonest act done by or at the instigation of the Assured or any of their employees or their agents while the insured property is stored in warehouses owned, leased or controlled by the Assured;
- C. Any process or while the goods and merchandise are actually being worked upon and resulting therefrom;
- D. Goods and merchandise held in retail locations, exhibitions or at installation sites, unless agreed to in advance by the Company;
- E. Seizure or destruction by any governmental and municipal authority unless acting to prevent the spread of any fire;
- F. Delay, loss of market, loss of use, interruption of business;
- G. Accounts, bills, deeds, evidences of debt notes, precious stones, fine arts, bullion, specie or other precious metals;
- H. Property stored in inflatable warehouses, outside storage and or storage in yards, or similar type facilities unless with the prior approval of this Company;