

Insured

B M Stafford and Sons Ltd and Storavan Ltd t/a BMS Warehousing
Milburn Hse, Hetton Lyons Industrial Estate, Hetton-le-hole, Houghton-le-Spring DH5 0RH

Policy Number

HWK012330647

Period

From 0000 on 18 November 2023 to 2400 on 17 November 2024
local time at the Insured's address as above

Schedule Number

01 - Renewal Schedule

Effective From

0000 on 18 November 2023
local time at the Insured's address as above

Business Description

Road Haulier and Warehousekeeper

Broker

Marsh Ltd t/as Marsh Commercial (Newcastle)
71 Grey Street, Newcastle Upon Tyne NE1 6EF
Tel: 0191 233 1030

Issued by and Enquiries to

NMU
4th Floor, One Park Row, Leeds LS1 5HN
Tel: 0113 243 0666

on behalf of Munich Re Syndicate Ltd (457 at Lloyd's), pursuant to Binding
Authority Agreement number B1097ABI231003 (all enquiries should be
addressed to NMU)

In consideration of payment of the premium specified, we agree to indemnify
you against liability, expense, loss, or damage incurred in connection with your
insured occupations, in the manner and to the extent provided for herein.

Signed this 20th day of November 2023



NMU is a trading name of Munich Re Specialty Insurance (UK) Ltd, registered in
England: 01262636, Union, 2-10 Albert Square, Manchester, M2 6LW. Authorised and
regulated by the Financial Conduct Authority (FRN 310539).

www.nmu.co.uk

Arrangement of Sections

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1 Applicable Conditions

NMU Freight Liability Wording LIA/POL/FRT/1/6/16, as attached to this schedule. (Further copies are available on request.)

Policy-specific clauses and conditions appear in this Schedule. Such clauses are additional to the appended NMU Wording or, in the case of those bearing the same title as any within the NMU Wording, replace them.

Where this Wording or any clause within it is modified by this Schedule, or in the event of any other inconsistency, then this Schedule shall prevail.

2 Insured Occupations and Territorial Limits

Insured Occupations

Road Haulage

Warehousing

Territorial Limits

Mainland Great Britain & Europe

Mainland Great Britain (specified locations)

3 Approved Conveyances

ISM Code certified ocean-going vessels; chartered or scheduled aircraft; road vehicles suitable and fit for the carriage of any particular goods; UK and/or EU national or commercial railfreight network.

4 Coverage and Limits

The extent of coverage is governed by the policy wording, and this schedule and the policy wording shall be read together.

A Aggregate Limit

Notwithstanding any particular limits shown below, the maximum amount payable under this insurance (including any extensions or endorsements) for all losses arising out of any one event shall be GBP 500,000.

B Property in Transit

Property in Transit Conditions and Liabilities	Limitation per tonne	Limit any one vehicle	Limit any one event	Applicable excess
B 1 (1) a RHA (own vehicles)	GBP 1,300	GBP 35,000	GBP 70,000	GBP 250
B 1 (1) a RHA (subcontracted)	GBP 1,300	GBP 35,000	GBP 70,000	GBP 250
B 1 (1) a RHA uplifted (own vehicles)	GBP 5,000	GBP 65,000	GBP 130,000	GBP 500
B 1 (1) a RHA uplifted (subcontracted)	GBP 5,000	GBP 65,000	GBP 130,000	GBP 500
B 1 (1) a RHA 1998 uplifted (own vehicles)	GBP 6,000	GBP 160,000	GBP 160,000	GBP 500
B 1 (1) a RHA uplifted - Moguntia Food Ingredients UK Ltd	GBP 7,500	GBP 225,000	GBP 225,000	GBP 500
B 1 (1) a RHA (own vehicles) - Barbour	N/Applicable	GBP 300,000	GBP 300,000	GBP 1,000
B 1 (1) a RHA uplifted Wincanton	GBP 15,000	GBP 465,000	GBP 465,000	GBP 500
B 1 (1) c Statutory CMR (subcontracted)	SDR 8,330	GBP 500,000	GBP 500,000	GBP 500
B 1 Contractual CMR (own vehicles)	SDR 8,330	GBP 500,000	GBP 500,000	GBP 500
B 1 Contractual CMR (subcontracted)	SDR 8,330	GBP 500,000	GBP 500,000	GBP 500
B 1 (1) d Cabotage			Not Insured	
B 1 (1) e Conditions set aside			Not Insured	
B 1 (1) f Failure to incorporate conditions		GBP 250,000	GBP 250,000	GBP 250
B 1 (2) Liability for consequential loss	As applicable		GBP 50,000	GBP 250
B 2 Liability for Third Party Containers & Trailers	As applicable		GBP 25,000	GBP 250
D 1 Inner Limit for Theft Attractive Goods		GBP 50,000	GBP 50,000	GBP 500

C Property in Storage

Property in Storage Conditions and Liabilities	Limitation per tonne	Limit any one location	Limit any one event	Applicable excess
B 1 RHA	GBP 100	GBP 120,000	GBP 120,000	GBP 250
B 1 (1) e Conditions set aside		GBP 250,000	GBP 250,000	GBP 250
B 1 (1) f Failure to incorporate conditions		GBP 250,000	GBP 250,000	GBP 250

D Own Goods and Equipment

Own Goods and Equipment	Limit any one vehicle	Limit any one event	Applicable excess
B 9 Drivers Personal Effects	GBP 500	GBP 500	GBP 100
B (7) a Sheets and Ropes	GBP 5,000	GBP 10,000	GBP 250
B (8) Equipment	GBP 5,000	GBP 10,000	GBP 250
B (7) b Own Goods	GBP 2,500	GBP 2,500	GBP 250

E Other Cover			Max any one period	Limit any one event	Applicable excess	
Cover in respect of						
B 3	Defence Costs (approved by Underwriters)		GBP 500,000	GBP 500,000	nil	
B 4	Goods under Lien		GBP 50,000	GBP 35,000	GBP 250	
B 5	Debris Removal (approved by Underwriters)		GBP 500,000	GBP 25,000	GBP 250	
B 6	General Average and Salvage Charges		GBP 500,000	GBP 500,000	nil	
G Extensions			Limit	Limit	Maximum any period	Applicable excess
Conditions and Liabilities						
S1	Errors and Omissions		GBP 50,000	GBP 50,000	GBP 250	
			Any one EVENT			
S 10	Temperature Controlled Property	As applicable	GBP 500,000		GBP 250	
		Limitation per tonne	Any one EVENT			

5 Inner Limits

A Warehousing Locations and Limits

Location	Address		Inner Limit
Milburn House	Hetton Lyons Industrial Estate, Heton Le Hole DH5 0RH	GBP	60,000
Barnfather Unit	Belmont Industrial Estate, Durham DH1 1ST	GBP	60,000
Maximum Aggregate Over All Locations		GBP	120,000

1 Premium

Subject to a net in full non-refundable, non-adjustable premium payable at inception of GBP 6,460.00 plus Insurance Premium Tax if applicable.

The above premium has been calculated as per the Premium Basis below.

Underwriters reserve the right to charge additional premium should there be material changes to estimated charges, storage exposures, or limits.

A Insurance Premium Tax

United Kingdom Insurance Premium Tax GBP 756.45

2 Premium Basis

A Property in Transit

Wording Section B	Property in Transit Conditions and Liabilities	Limitation per tonne	Estimated charges	Adjustment rate	IPT applies
B 1 (1) a	RHA (own vehicles)	GBP 1,300	GBP 3,096,516	Not Applicable	Yes
B 1 (1) a	RHA (subcontracted)	GBP 1,300	GBP 236,858	Not Applicable	Yes
B 1 (1) a	RHA uplifted (own vehicles)	GBP 5,000	GBP 150,000	Not Applicable	Yes
B 1 (1) a	RHA uplifted (subcontracted)	GBP 5,000	GBP 125,000	Not Applicable	Yes
B 1 (1) a	RHA 1998 uplifted (own vehicles)	GBP 6,000	GBP 300,000	Not Applicable	Yes
B 1 (1) a	RHA uplifted - Moguntia Food Ingredients UK Ltd	GBP 7,500	GBP 400,000	Not Applicable	Yes
B 1 (1) a	RHA (own vehicles) - Barbour	N/Applicable	GBP 50,000	Not Applicable	Yes
B 1 (1) a	RHA uplifted Wincanton	GBP 15,000	GBP 125,000	Not Applicable	Yes
B 1 (1) c	Statutory CMR (subcontracted)	SDR 8,330	GBP 160,000	Not Applicable	No
B 1	Contractual CMR (own vehicles)	SDR 8,330	GBP 600,000	Not Applicable	Yes
B 1	Contractual CMR (subcontracted)	SDR 8,330	GBP 17,000	Not Applicable	Yes
B 1 (1) f	Failure to incorporate conditions			Not Applicable	Yes
B 1 (2)	Liability for consequential loss	As applicable		Not Applicable	Yes
B 2	Liability for Third Party Containers & Trailers	As applicable		Not Applicable	Yes
D 1	Inner Limit for Theft Attractive Goods			Not Applicable	Yes

B Property in Storage

Wording Section B	Property in Storage Conditions and Liabilities	Limitation per tonne	Estimated charges	Adjustment rate	IPT applies
B 1	RHA	GBP 100	GBP 120,000	Not Applicable	Yes
B 1 (1) e	Conditions set aside			Not Applicable	Yes
B 1 (1) f	Failure to incorporate conditions			Not Applicable	Yes

C Own Goods and Equipment

Wording Section B	Own Goods and Equipment	Adjustment rate	IPT applies
B 9	Drivers Personal Effects	Not Applicable	Yes
B (7) a	Sheets and Ropes	Not Applicable	Yes
B (8)	Equipment	Not Applicable	Yes
B (7) b	Own Goods	Not Applicable	Yes

D Other Cover			Adjustment rate	IPT applies
Wording Section B	Cover in respect of			
B 3	Defence Costs (approved by Underwriters)		Not Applicable	Yes
B 4	Goods under Lien		Not Applicable	Yes
B 5	Debris Removal (approved by Underwriters)		Not Applicable	Yes
B 6	General Average and Salvage Charges		Not Applicable	Yes
E Extensions			Adjustment rate	IPT applies
Wording Section S	Conditions and Liabilities			
S1	Errors and Omissions		Not Applicable	Yes
S 10	Temperature Controlled Property	As applicable	Not Applicable	Yes

1 LMA5403 Marine Cyber Endorsement

1. Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.

2. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.

3. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

2 Communicable Disease Exclusion

1. Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

2.3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

3 Wincanton

When carrying wines and spirits for Wincanton, this policy does not insure liability for theft or attempted theft from unattended vehicles (trailer), unless parked either:

i) in a fully enclosed building of substantial construction which is either securely locked or under constant supervision; or

ii) in a compound or yard which is fully enclosed by a perimeter wall or fencing and either securely locked or under constant supervision; or

iii) in a vehicle security park which is under constant supervision.

4 Wine & Spirits (all contracts)

It is hereby noted and agreed that cover in respect of Wines and Spirits Contract is subject to the goods never been left unattended except for a 30 minute comfort break at a recognised service station, subject to an increased excess of £2,500.00.

5 Conditions and Exclusions in respect of Barbour

All vehicles must be fitted with real time satellite tracking devices including those of sub contractors when carrying dedicated consignments of theft attractive goods or on behalf of Barbour

All drivers must have at least one form of mobile communication which will allow them to contact their transport department or the Police in the event of an Incident

If vehicles are to be parked up overnight this must only take place in a recognised and secure lorry park

Excludes theft from unattended vehicles absolutely

6 Storage Conditions incl. Intruder Alarm Warranty & Stillage

Applicable to property in storage.

Exclusions

Unless specifically agreed in writing by Underwriters, this insurance does not cover

- i) storage in basements or cellars, or otherwise below ground level;
- ii) storage within containers, trailers, vehicles and conveyances outside storage premises;
- iii) storage in the open.

Intruder Alarm Warranty (Own Premises)

Unless otherwise agreed in writing by Underwriters, it is warranted that

- 1) property in storage in premises owned by you or under your direct control shall be protected by an intruder alarm installed inspected and maintained under contract by an NSI-registered installer; and
- 2) the intruder alarm shall be kept in full working order and tested regularly, and shall be set for operation and all alarm system keys removed when premises used for storage of property are unoccupied or closed for business; and
- 3) property must not be left unattended without the protection of an intruder alarm; and
- 4) shall be informed immediately if
 - a) you receive written notice of withdrawal or reduction, or possible withdrawal or reduction, of Police or alarm company response to alarm calls, or
 - b) the alarm is otherwise rendered inoperable or ineffective.

For the purposes of this clause,

“unattended” shall mean all times when a responsible employee of the Insured or a professional security guard does not have the storage premises under direct observation and is not close enough and fit and able to have a reasonable prospect of deterring or attempting to prevent any interference with or theft of property.

Stillage

It is a condition precedent to your right to indemnity under this insurance that all property shall be stored a minimum of 10cm (4 inches) above floor level in premises owned by you or under your control, and that you must maintain a system whereby written instructions and periodic reminders requiring that all property shall be stored a minimum of 10cm (4 inches) above floor level shall be given to all third party operators of warehouses used by you for the storage of property.

7 Specified Excesses

Where a claim is subject to more than one EXCESS under different sections of this insurance, then the higher excess will apply.

Exclusions

1 Sanction Limitation and Exclusion – LMA3100 (amended)

This insurance does not provide cover and we shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, European Union or United States of America.

WE WILL NOT INDEMNIFY YOU:

2 Process

Against your liability for loss of or damage to PROPERTY which is sustained whilst it is in use or being worked upon and results directly therefrom;

3 Exclusions

For theft from unattended vehicles when carrying dedicated consignments of theft attractive goods, this is excluded absolutely.

Extensions

Subject to the conditions, restrictions and exclusions in the Wording, this Schedule or and Endorsement, AND ONLY in connection with YOUR OCCUPATIONS as specified in the Schedule, WE will indemnify YOU up to the limits specified in the Schedule:

1 Temperature-Controlled Property

Subject to the conditions, restrictions and exclusions herein or endorsed hereon, and in connection with your occupation as specified in the Schedule, this insurance is extended to indemnify you against your liability for deterioration of temperature-controlled property caused by any variation in temperature, but only whilst in transit in vehicles or containers fitted with refrigeration equipment.

It is a condition precedent to your right to indemnity under this extension that you must

- a) instruct all your employees in the operation of refrigeration equipment prior to entrusting them with such property; and
- b) obtain written confirmation from the customer or principal (before acceptance of the property) of the temperature the property has to be held at; and
- c) obtain written acceptance from the consignee (before unloading) of the delivery temperature of the property; and
- d) service and maintain refrigeration equipment in accordance with its manufacturer's recommendations; and
- e) keep the refrigeration equipment log book up to date; and
- f) provide written notification of all the above requirements to any subcontractor used and require any further subcontracting to be subject to them.

2 Low Claims Rebate

Low Claims Rebate 5% paid on nil loss ratio

3 Errors and Omissions

Subject to the conditions, restrictions and exclusions herein or endorsed hereon, and in connection with your occupation as specified in the Schedule, this insurance is extended to indemnify you against your liability for claims made against you under your trading conditions during the policy period for damages, costs and expenses caused by your breach of duty by reason of any negligent act, negligent error or negligent omission, arising from failure to comply with instructions, faulty arrangements or clerical errors by you, your predecessors, any employee or sub-contractor in the course of the conduct of your occupation as specified in the Schedule;

but, we will not indemnify you for claims made:

- a) which arise from circumstances first notified to you prior to inception of this insurance;
- b) in respect of, fraudulent, criminal or malicious acts or omissions of you or your predecessors or any agent thereof, or by any person at any time employed by you or your predecessors;
- c) as a result of your insolvency;
- d) as a result of any inability to pay or collect any monies;
- e) by any Government Authority;
- f) as a result of defamation;
- g) as a result of death or disease of or bodily injury to any person;
- h) as a result of your acting as principal for the charter of the whole or part of any vessel or aircraft;
- j) for failure to comply with instructions to arrange insurance or for the inadequacy of such insurance;
- k) for loss of or damage to property;
- l) for liability as an employer to employees;
- m) for any professional advice given;
- n) for any fines or penalties relating to T-Forms and the like;
- p) for any increased limitation of liability under the applicable trading conditions, unless agreed by Underwriters;
- r) for breach of duty of care, where the claimant has no contractual relationship with you;
- s) for failure to comply with any Quota regulations or to make any Quota application.

4 Enhanced Liability

Subject to the conditions (save for section C1), restrictions and exclusions herein or endorsed hereon, and in connection with your occupation as specified in the Schedule, section B1 of the policy is extended to indemnify you against:

- 1) any further liability assumed by you for physical loss of or damage to property whilst in transit or in storage ;
provided always that the maximum indemnity will be the least of:
 - a) the invoice value (if it has been sold) of lost or damaged property or (if not) the replacement cost to its owner at the commencement of the subject movement, including HMRC duties or taxes payable, or
 - b) the cost of repairing the damaged property, or
 - c) the limit of liability or any applicable inner limit set out in this policy;and, if, at the time of loss or damage, the property is of greater value (as determined in part (a) above) than the applicable limit (as determined in part (c) above), then you shall be considered as being your own insurer for the difference and shall bear a rateable share of the liability for such loss or damage;

or

- 2) any other liability arising in relation to property, but limited to the lesser of the amount of the carriage charges in respect thereof and the amount of the claimant's proved loss;

but, we will not indemnify you if such loss damage or liability as referred to in (1) or (2) above

- i) is attributable to your wilful misconduct or fraud, or that of your customer or the owner of the property or their servants or agents; or
- ii) results from any act, error, omission, misstatement or misrepresentation by your customer or the owner of the property or by their servants or agents; or
- iii) results from seizure or forfeiture of the property under legal process; or
- iv) results from inherent liability of the property to wastage in bulk or weight, or latent defect, faulty design or inherent vice or natural deterioration of the property; or
- v) is attributable to ordinary wear and tear, electrical or mechanical derangement or disturbance or unexplained shortage in weight or volume ; or
- vi) is proximately caused by vermin; or
- vii) results from insufficient or unsuitable packing of the property, other than by you; or
- viii) results from insufficient or improper labelling or addressing of the property, other than by you; or
- ix) is proximately caused by delay; or
- x) results from the consignee not accepting or taking delivery of the property within a reasonable time after it has been tendered; or
- xi) results from partial loss of property and your customer does not give you notice of such loss within 7 days or does not make a written claim within 14 days after termination of the transit; or
- xii) results from total loss misdelivery or non-delivery of property and your customer does not give you notice of such loss within 28 days or does not make a written claim within 42 days after commencement of the transit