

# Certificate (Policy) of Marine Insurance

Nro.: RA - 36660

Sum Insured	Place and Date of Issue	Copies	Policy Number	Open Cover No.
USD 25788.77	2018-02-20	83-1680256315/M	1986	35

This is to certify that insurance has been granted under the above Open Cover to:

IMPORTADORA DE ARTÍCULOS EXCLUSIVOS S.A. DE C.V.

p.alvarez@senni.com.mx; alejandro.ms@hotmail.com

CORREO MAYOR 63 P. 2DO Y 3ER Col. CENTRO Deleg. CUAUHTEMOC

CIUDAD DE MÉXICO, MÉXICO

for account of whom it may concern, on the following goods

Type of goods NEW

articulos de regalo y para el hogar

## SHIPPER:

BBA&C INTERNATIONAL TRADE LIMITED  
STREET, KWUN TONG, KOWLOON 14  
HONG KONG, HONG KONG

For the following voyage (conveyance, route): BILL OF LADING: YMLUC232017194 : :

From: HONG KONG - HENNESSY ROAD WANCHAI To: MÉXICO - CDMX. SEA

from warehouse to warehouse, in accordance with Clause 5 of the German Rules of Marine Insurance, Special Conditions for Cargo (ADS Cargo 1973-Edition 1984), as printed overleaf.

Claims payable to the bearer of this Policy (Certificate). Settlement under one issue shall render all others null and void.

## Conditions

☒ German General Rules of Marine Insurance (ADS). Special Conditions for Cargo (ADS Cargo 1973-Edition 1984)

☐ Terms and Conditions of the above Open Cover

☒ Form to Cover (see overleaf) FULL COVER - POLAR CLAUSE

☐ Clauses (see overleaf)

☐ The following English Conditions (see overleaf; No. 107 - the Institute Radioactive Contamination Exclusion Clause - is always applicable)

☐ Further written conditions and/or insurance conditions according to the Letter of Credit:

Cnee: IMPORTADORA DE ARTÍCULOS EXCLUSIVOS S.A. DE C.V.

CIUDAD DE MEXICO, MÉXICO

Sr. Beneficiario, para su seguridad ingresa a <http://seguros.assekuransa.com/servlet/hwbvalcerele> para comprobar que las condiciones y cláusulas de este certificado son coincidentes con la versión en poder de los aseguradores.

Beneficiary: Please visit <http://seguros.assekuransa.com/servlet/hwbvalcerele> to check that the terms and conditions of this certificate match those of the certificate held by the Insurers.

## See overleaf for instructions to be followed in case of loss or damage

**Notice of claim has to be made towards Assekuransa by e-mail [reclamos@assekuransa.com](mailto:reclamos@assekuransa.com) within 7 days since the goods were delivered to, or loss/damage was noticed by consignee. The claim is not covered in case of later notice of claim.**

If necessary (claims over US\$ 2000) please contact the Surveyor mentioned below:

LIQUIDADORES DE AVERIAS MÉXICO, S.C.

Adolfo Prieto 823-B1 Piso 1 Col. del Valle, Del. Benito Juárez

Phones: 52(55) 56 80 70 20/52 (55) 56 60 15 25

Fax: +52(55) 56 51 65 68

Mails: [comisariadoaverias@prodigy.net.mx](mailto:comisariadoaverias@prodigy.net.mx)/[f.morales@liquidadores.net](mailto:f.morales@liquidadores.net)

For and on behalf of all insurance companies participating:

as agents

W. Droege & Co. GMBH & CO. KG



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- Clause for chemical, biological, bio-chemical substances and electromagnetic waves as weapons.
- In my capacity as insured party, I hereby state that the facts recorded in this document are complete and correct and that no information that should be included in this statement has been omitted or falsified. This coverage is issued based on this true information.
- DTV Salvage and Debris Removal Clause 1989
- Sanctions Clause: Notwithstanding other provisions of the insurance contract, cover shall be granted only insofar as and as long as not in contradiction to economic, trade or financial sanctions or embargoes enacted by the European Union or the Federal Republic of Germany that are directly applicable to the contracting parties. This shall also apply to economic, trade or financial sanctions or embargoes enacted by the United States of America with regard of the Islamic Republic of Iran, insofar as those are not in contradiction to European or German legislative provisions.
- The insurers will not cover any loss or damages that happened prior to the date of issue stipulated in this certificate.

Sr. Beneficiario, para su seguridad ingresa a <http://seguros.assekuransa.com/servlet/hwbvalcerele> para comprobar que las condiciones y cláusulas de este certificado son coincidentes con la versión en poder de los aseguradores.

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Fax: +52(55) 56 51 65 68

Mails: [comisariadoaverias@prodigy.net.mx](mailto:comisariadoaverias@prodigy.net.mx)/[f.morales@liquidadores.net](mailto:f.morales@liquidadores.net)

For and on behalf of all insurance companies participating:

as agents

W. Droegge & Co. GMBH & CO. KG



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**AKTIV ASSEKURANZ MAKLER GmbH**  
**Head Office Munich**

Hanauer Strasse 67 - D-80993 - Munich - GERMANY

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## Forms of Cover:

### Full Cover (unless otherwise agreed)

The insurance covers irrespective of percentage, loss of or damage to the goods insured as a consequence of a risk insured against.

#### Clauses:

1. DTV War Clauses
2. DTV Strikes Riots and Civil Commotions Clauses

### Stranding Cover (where agreed)

The insurance covers irrespective of percentage, loss of or damage to the goods insured as a consequence of:

- a) stranding, there is a case of stranding where the vessel carrying the goods strikes ground or runs aground, capsizes, sinks, founders, collides with other vessels or objects or is damaged by ice;
- b) accident to another means of conveyance carrying the goods;
- c) collapse of storage buildings;
- d) fire, lightning, explosion, earthquake, seaquake, volcanic eruptions and other natural catastrophes; impact or crashing of a flying object, parts thereof or its cargo;
- e) jettison, washing overboard or being lost overboard as a result of heavy weather;
- f) sacrifice of goods;
- g) discharge, intermediate storage and loading of the goods at a port of refuge called at on account of a risk insured against.

The insurance also covers, irrespective of percentage:

- the total loss of whole packages, excluding loss arising from damage or disappearance (e.g. theft, embezzlement, non-delivery); and
- total loss of whole packages as a result of damage caused by accidents during loading and unloading of the means of conveyance.

## English Conditions

- 101 Institute Cargo Clauses (C)
- 102 Institute Cargo Clauses (B)
- 103 Institute Cargo Clauses (A)
- 104 Institute War Clauses with Institute War
- 105 Institute Strikes Clauses
- 106 Institute Theft, Pilferage and Non-Delivery Clause
- 107 Institute Radioactive Contamination Exclusion Clause

When the insurance is arranged with English Conditions "the German General Rules of marine insurance (ADS)", Special Conditions for Cargo (ADS Cargo 1973 Edition 1984), mentioned on front page, become void.

## Instructions to be followed in case of loss or damage (Failure to comply with these instructions may prejudice any claim under the policy)

### 1. Inspect goods immediately.

Even if loss or damage is only suspected do not give a clean receipt but mark documents (e.g. shipping documents) by stating extent of damages suspected or noticed.  
When delivery is made by container ensure that the container and its seals or locks are examined immediately by the responsible officials of the shipowners or the carrier. If the container is delivered damaged or with seals or locks broken or missing or with seals or locks other than as stated in the shipping documents clause the delivery receipt accordingly stating the assumed loss or damage and retain all defective or irregular seals and locks subsequent identification.

### 2. Secure rights of recovery from third parties

Shipowners, railway, post, lorry owners, others carriers, forwarding agents, warehouses, customs and port authorities must be:

- \* requested to attend a joint survey,
- \* requested to certify the loss or damage, and
- \* held liable in writing

where loss or damage is apparent -before taking delivery of the goods, where loss or damage is not apparent - immediately upon discovery of said loss or damage, at the latest, however, before termination of time of time-limits (e.g. 3 days after discharge).

3. Care must be taken to minimize loss or damage and to avert further loss or damage.

4. Immediately contact the surveyor named in the policy or certificate of insurance.

On proving substantial reasons the nearest Lloyd's agent may be called instead of the surveyor named.

5. Do not alter condition and packing of goods before arrival or the surveyor unless required by measures as under clause 3.

6. Immediate notice of claim must be given to underwriters, in particular:

- Claim Bill
- Certificate or policy of insurance
- Survey report
- Bill of lading, way-bill, or other contracts of carriage or storage
- Shipping invoice
- Documents showing number, measurements or weight at time of shipping and arrival
- Certificate of loss or damage/correspondence regarding liability of third parties according to clause 2.

Subrogation form issued in favour of underwriters signed by the party holding rights under the contract of carriage.

Prompt settlement of claims can only be effected by underwriters in cases where the documents enumerated under clause 7 have been presented to underwriters. Immediate presentation to underwriters is, therefore, in own interest of the party claiming damages/losses under the policy/certificate of insurance issued. In any case the documents mentioned must be submitted to underwriters well before expiry of any time-limits of carriers etc. as under clause 2 to leave sufficient time for claims against third parties.

8. No claim will be considered by underwriters unless submitted within 15 months after termination of insurance.

Apart from surveying damage, the surveyor has no authority to commit underwriters. Through the appointment of the surveyor there arises no personal right or obligation for the latter to settle claims.  
This policy is subject to German law and jurisdiction as per ADS sections 126 - 127. The court of jurisdiction - even where claims are agreed payable in the country of destination - is to be at the place where this insurance certificate is issued or at the head offices of the insurers.

## Duration of Insurance (Warehouse to Warehouse) as per Section 5. ADS Cargo 1973 - Edition 1984

5.1 The risk attaches when goods are removed from the place of their last storage at the place of shipment for conveyance on the insured voyage.

5.2 The insurance terminates, according to whichever case shall first occur.

5.2.1 when the goods are delivered at destination to the place designated by the consignee (place of final delivery), or

5.2.2 when the goods, following discharge at the port of destination, are forwarded to a destination not agreed in the contract of insurance and as a result of the change of destination the risk is increased, or

5.2.3 when intermediate storage arranged by the Assured exceeds a total of 30 days: If this time-limit is exceeded before loading on the overseas vessel the insurance reattaches in case of oncarriage within 90 days, or

5.2.4 upon expiry of 60 days after discharge from the ocean-going vessel at the port of destination;

5.2.5 upon transfer of title when the goods are sold on account of a loss arising from a risk insured against.



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## ADDENDUM - SPECIAL CONDITIONS

### ALL KIND OF GOODS:

- Domestic shipments are not insured.
- In case of unpacked goods full cover shall apply excluding the risk of rust, oxidation, discoloration, scratching, bruising, denting, marring, cost of repainting and electrical or mechanical derangement.
- During land transports on Mexican and Guatemalan territory for theft and robbery a maximum of USD 150,000.00 is covered. In case of theft or robbery affecting transports by train a maximum of USD 300,000.00 per train is covered.
- During land transports on African and CIS territory a maximum of USD 250,000.00 is covered.
- No coverage for transports from/to the following countries: Iran, Iraq, Syria, North Korea, North-Sudan.
- The indicated place of origin and/or destination notwithstanding, it is hereby stated that cargo insured under this policy shall not be covered in any stage of land transportation in the following countries: Angola, Bangladesh, Costa de Marfil, Eritrea, Libano, Nigeria, Pakistán, Rusia, Somalia, Sri Lanka, Venezuela y Yemen.
- In case a custody company is requested, the insured has to provide a professional armed escort service by separate vehicle (not in trucks cabin). If armed escort is stipulated and transport will be carried out without armed escort the risks of theft and robbery are not covered.

### LIST OF ITEMS REQUIRING SPECIAL APPROVAL BY INSURER(S):

- Airplanes (unboxed), antiques, fine artwork and sculptures, tobacco, cigars perishables not mentioned in the tariff, chilled / frozen or temperature controlled goods not mentioned in the tariff, bulk cargo, jewellery (non costume), watches with a value over USD 500.00 per piece, live animals/live plants, weapons, ammunition, military objects, blood plasma, metals with a value of more than USD 500.00 per ton.

### LIST OF NON INSURABLE ITEMS:

- Gold, platinum, mercury, valuables, currencies, stamps, chip cards (telephone cards and similar products), nuclear fuels, cigarets.

### CELULAR PHONES:

- A maximum of USD 50,000.00 can be covered without special conditions, but a suitable packing to avoid pilferage is stipulated in general for all shipments: no individual cartons.
- Cartons stacked on wooden pallets, complete unit wrapped with nylon band, wrapped with foil and taped with security band.
- Starting at a value of USD 50,001.00 professional armed escort service by separate vehicle is stipulated.
- Values over USD 250,000.00 must be approved by insurer(s) prior to beginning of transport.
- Coverage for Mexico transports is only granted "Door to Port". Land transports and transport related storages on Mexican territory are not covered.
- For land transports on Brazil and Guatemalan territory the maximum coverage shall be USD 100,000.00. Higher values must be approved by insurer(s) prior to beginning of transport.
- Transport by train in Mexico a maximum of USD 50,000 can be covered without special conditions. Not coverage for higher values.

### COMPUTER GOODS & CONSUMER ELECTRONICS / AUTO SPARE PARTS/

### CLOTHES & SHOES / PERFUMES & COSMETIC PRODUCTS / MANUFACTURED LEATHER:

- A maximum of USD 80,000.00 can be covered without special conditions.
- For all above mentioned goods starting at a value of USD 80,001.00 a professional armed escort service by separate vehicle (not in trucks cabin) is stipulated with the following specifications: armed escort service by separate vehicle is requested for the transit of goods in the following cities and within 100 km radius: Buenos Aires (Argentina), Lima (Peru), Bogota (Colombia), San Pablo (Brazil), San Pedro Sula (Honduras), Mexico DF and all ports and/or airports of Mexico, every border crossing between Mexico and Guatemala and within a range of 150km from Guatemala City (Guatemala). For cities and areas not mentioned herein and starting at a value of USD 250,000.00 a professional armed escort is stipulated in general.
- For computer goods & consumer electronics a pre-shipment survey and report is required starting at a value of USD 300,000.00.
- Maximum coverage: USD 500,000.00
- For all above mentioned goods during land transports on Mexican, Guatemalan and Brazil territory the maximum coverage is USD 100,000.00. higher limits must be approved by insurer(s) prior to beginning of transport.
- For auto spare parts, clothes & shoes in Mexico by train: No armed custody required for inland transports by train. Goods have to be stowed in container secured with a proper padlock.
- Maximum value per container: USD 150,000.00.- Maximum value per conveyance (train): USD 300,000.00.-

### PERISHABLES:

- Maximum coverage: USD 200,000
- For all transports of perishable goods the following stipulations must be observed:
- pre-shipment survey is to be carried out and report presented prior to beginning of transport
- all transports must be carried out with temperature recordings
- written cooling instructions must be presented to freight forwarding companies
- the "special conditions for frozen/chilled perishable goods" shall apply
- for air transport, no cover for variation in temperature unless caused by a breakdown of the cooling / heating unit for not less than 12 consecutive hours. Transport must be carried out in containers with electric cooling/heating equipment (envirotainer), otherwise there is no coverage for temperature variation.

### PHARMACEUTICALS: (not temperature controlled)

- Maximum coverage: USD300,000

### MACHINES (not on own wheels):

- Can be covered during land transports in Mexico, Guatemala and Brazil with a maximum of USD 750,000.00.
- Only in connection with non-domestic transports.
- Vehicles (cars, motorbikes, and machine on own wheels)
- Maximum coverage: USD 250,000.-
- Maximum per vehicle: USD 70,000.-
- Exclusions: rust, oxidation, scratching, denting, chipping of paint unless caused by an accident of means of conveyance or accident during loading and unloading.
- No coverage for transportation on own axle unless during loading and unloading.

### YATCHES:

- Maximum coverage: USD 500,000.
- Coverage: "Port to Port" including loading and unloading.
- Exclusions: rust, oxidation, electrical or mechanical derangement, scratching, denting, chipping of Paint unless caused by accident during loading and unloading and no cover for transportation on own keel.

### ALCHOLIC BEVERAGE:

- Maximum coverage: USD150,000
- Maximum per bottle: USD 250

### PAINTINGS:

- Maximum coverage: USD 250,000.
- Precondition: Professional handling and packing.
- Wrapped in bubble foil and corrugated cardboard in wooden boxes.

### LEATHER AND FURS:

- Maximum coverage: USD150,000.
- Exclusions: loss or damage caused by vermin, weevil, mildew, mould, heating and frost, mysterious disappearance unless caused by insured perils named under stranding cover ADS 1973/84.
- Precondition: Professional packing and stowing.

### DRIED FRUITS AND COFFEE:

- Maximum coverage: USD150,000
- Packing: Packed for retail sale and shipped without temperature control.
- For cargo packed in bags or drums shipped without temperature control the following exclusions shall apply: loss or damage caused by variation in temperature, vermin, weevil, mildew, mould. No cover for loss or damage by humidity, unless caused by a peril mentioned under stranding cover or a hole in the container.

### STEEL REELS / PIPES AND OTHER STEEL PRODUCTS:

- Maximum coverage: USD 750,000.-
- Maximum per truck= USD 150,000.-
- Warranties: professional packing, loading, stowing, lashing, securing at any stage of transport.
- Exclusion: rust, oxidation, humidity, scratching, denting, chipping of paint unless caused by an accident of means of conveyance or accident during loading or unloading operations.
- Cutting Clause applies: in the event of damage or breakage caused by an insured peril it is agreed that the damaged length or portion shall be cut off, the remaining length or portion be considered as sound and the insurers shall be liable only for the insured value of the length or portion which has been lost by being broken off or cut off.

### PERSONAL EFFECTS:

- Packing list (valued item by item) must be presented duly signed by the beneficiary.
- Insurer shall not indemnify claims caused by dissolving of glue, scratching, scraping, dents, fissure or dullness of polish, chipping of varnish, lacquer or enamel, rust, oxidation, breakage of filaments in tubular lamps and light fittings, malfunction of clocks, radio, TV and other appliances, apparatuses, instrument and similar.
- Risks not covered: Animals, plants, jewelry and precious stones, pearls, currency, non-minted precious metals, shares, bonds, securities and like documents, food, stimulants and electronic data processing equipment.

**\*\* Higher values than the stipulated above must be approved by insurer (s) prior to beginning of transport**



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**SENNI LOGISTICS, S.A. DE C.V.**

**CALLE ANDALUCÍA #54 INT 103 COL. ALAMOS Col. DEL VALLE SUR Deleg. BENITO JUAREZ**

Presente,

**Ref.: Open Cover 35**

Se deja constancia que Aktiv Assekuranz no realiza acciones de repetición contra el transportista terrestre, en los casos de pago de siniestros que hayan tenido su origen en 'Caso Fortuito' o 'Fuerza Mayor'.

Saluda a Ud. Muy atentamente,



Departamento  
Comercial  
comerciales@assekuransa.com

Dear Sirs,

**Ref.: Open Cover 35**

Please be informed that Aktiv Assekuranz does not take any recovery action against the land carrier in those cases of sinestry payment that arise from 'Major Force' or 'Acts of God'.

Yours Faithfully,



Commercial  
Department  
comerciales@assekuransa.com

