

Date: 12<sup>th</sup> Dec,2024

## Freight Forwarder's Legal Liability Contact Schedule



Eagle Express for Freight Services

**Policy No: PL-100-60-6007-2024-66**

Date: 12<sup>th</sup> Dec, 2024

**Contract No. Our Ref # PL-100-60-6007-2024-66**

### Contact Schedule

**Type:**

Marine Liability Insurance

**Participant Name:**

Eagle Express for Freight Services

**Head Office Address:**

69 Ali Amin St., Nasr City, Cairo, Egypt.

**Takaful Period:**

Effective from : 12<sup>th</sup> Dec 2024

To : 11<sup>th</sup> Dec 2025

Both days inclusive, local standard time at the domicile of Egypt.

**Interest**

to indemnify the participant against their legal liability, costs or expenses arising out of the participant's operations/business:

**Participant's Business**

### Multi-Modal Transport Services

- Air freight forwarder trading under Air Waybill to be seen and agreed by TMGT in writing within 30 days of attachment of this Takaful contract.
- Sea freight forwarder trading under marine waybill to be seen and agreed by TMGT in writing within 30 days of attachment of this Takaful contract.
- Road transport operator trading under standard trading conditions to be seen and agreed by TMGT in writing 30 days of attachment of this Takaful contract.

**Trading Area:**

Worldwide (please see policy wordings for excluded countries)

**Combined Single Limit:  
Of Liability**

US\$ 20,000 all claims inclusive of costs, fees and expenses either approved and/or incurred by TMGT anyone accident or occurrence or series of accidents or occurrences arising out of anyone event.





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**Cover only in Respect of:**

**1.1. Cargo Liabilities:**

US\$ 20,000 each accident or occurrence  
and in aggregate during the policy period.

**1.2. Errors and Omissions:**

US\$ 20,000 each accident or occurrence  
and in aggregate during the policy period  
(Subject To Policy Deductible)

**1.3. Third Party Liabilities:**

US\$ 20,000 each accident or occurrence  
and in aggregate during the policy period.  
(Subject To Policy Deductible)

**1.4. Fines Penalties & Duties:**

US\$ 20,000 each accident or occurrence  
and in aggregate during the policy period.  
(Subject To Policy Deductible)

**1.5. Costs:**

US\$ 10,000 for each occurrence.

**General Deductible**

US\$ 1,000 for each accident or occurrence.

**Conditions:**

All terms, clauses & conditions are based  
on TMGT transport operators wording.

It is also agreed that all services are provided under the  
standard trading conditions of EIFFA attached.

- Premium payment clause
  - Sanction limitation and exclusion clause.
- J12010/005 as attached.

**Express warranties:**

It is warranted that there are no known or reported claims  
or circumstance likely to give rise to a claim as at date of  
attachment of this contract.

in the event of cancellation, full premium is due to TMGT and  
full policy premium shall be payable to TMGT in the event of a  
loss or occurrence prior to the date of termination which gives  
rise to a valid claim under this contract .

Failure to comply with the foregoing warranty (ies) may result  
in TMGT reviewing the terms and conditions of this contract  
and/or cancelling the coverage provided from the date of the  
breach.







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**Additional Conditions**  
**Applying to the Original**  
**Insurance:**

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الدمغات المستحقة علي هذا المستند و مرفقاته

- 1) It is a Condition Precedent of Insurers' liability that cover provided by this Insurance is subject to receipt and approval by the Insurers of a signed and satisfactorily completed proposal form within 30 days of inception
  - i) If the Insured fails to comply with this requirement; or
  - ii) If subsequent to inception, the Insured provides risk information differing to the material facts that the Insurers relied upon when underwriting this risk as evidenced by the proposal form, questions and subsequent enquiries the Insured may prejudice coverage provided by this Insurance, resulting in the terms and premium being changed or the voiding of this contract from inception
- 2) It is a Condition Precedent that there are no known or reported Claims or circumstance likely to give rise to a Claim at inception
- 3) It is a Condition of this Insurance that the Insured must contract with customers on the basis of Egyptian International Freight Forwarding Association (EIFFA) standard trading conditions. Any movement of Cargo requiring special trading conditions outside the scope of EIFFA conditions are covered subject to Insurers prior written agreement only.

Any Claim arising from the movement of Cargo without specific agreement by Insurers will be determined on the basis of EIFFA Standard trading conditions (Liability & Limitations: SDR 666.67 per package or unit or 2 (two) special drawing rights (SDR) per gross kilogram of the goods lost, damaged, misdirected or recognized international conventions and conditions whichever applicable.

**4) Subcontractors Clause**

In case of Appointment of subcontractors/agents) the following applies: -

Insured will use best endeavors not to subcontract any part of the insured services other than on back-to-back conditions with liabilities accepted by the insured or as imposed under National or international Law or Convention





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Any loss caused by a subcontractor whose contractual liabilities are more restrictive than the Insured's, will be subject to a deductible of 5 % of the damage or loss subject to a minimum deductible USD 1,000.00 any one Claim.

- 5) this Insurance specifically excludes any Claim where the Insured agrees to "hold harmless" any party or waive rights of recourse in respect of the Insured services.
- 6) this Insurance excludes any Claim where the Insured is engaged to perform and supervise the movement of Project Cargo

Project Cargo is defined as any oversize (dimensions greater than one FEU HIGH CUBE) and or overweight load exceeding 40 tones or special cargo that may require a special rig different to a standard rig for it's lifting and or cargoes requiring a tandem lift (use of two cranes simultaneously) and by way of example shall include but not be limited to: construction machines, cranes, front loaders, backhoes, pre-built homes, bridge beams, generators, windmill propellers and towers, industrial equipment, agricultural machines

- 7) This insurance excludes any liability, costs and expenses resulting from Insured's services as an Insurance Agent, in particular when offering cargo insurance to customers
- 8) This insurance excludes any Claim arising out of storage in excess of 30 days unless agreed by insurers and included within the Insured services above
- 9) This insurance excludes any Claim relating to loss of or damage to Cargo stored in the open
- 10) This Insurance excludes any Claim where two or more containers share a reefer point whether fixed or mobile on a "rotated basis"
- 11) This Insurance excludes Claim relating to loss or damage to Cargo arising from handling, loading, stowage or unloading of the Cargo (including over-loading beyond permissible capacity), by the sender, the consignee or person acting on behalf of the sender or consignee.



## 12) Cargo Theft

This insurance excludes theft of cargo whilst a vehicle is left unattended on a public road or a non-secured parking area. For the purpose of this clause, a secured parking area must comply with the following:

- a) entry and exit controls and;
- b) 24-hour supervision and;
- c) Perimeter fencing

All doors, openings and windows are securely locked and fastened, all keys are removed from the vehicle and any other security protections fitted to the conveyance are put into operation

## Choice of Law and Jurisdiction:

This contract shall be governed by and interpreted pursuant to the laws of Egypt and each party agrees to submit to the exclusive jurisdiction of the courts of Egypt.

## Total Contribution:

EGP 17,780.00 (Including all Taxes and stamps)

## Payment Terms:

Payable in One (1) installment to TMGT at the inception date of this contract.

## Information:

The following information was provided to Tokio Marine Egypt General Takaful to support the assessment of the risk at the time of underwriting and is retained in the offices of Tokio Marine Egypt General Takaful proposal form, signed, and dated 12<sup>th</sup> Dec, 2024.

- Expected Annual gross freight receipts: US\$ 50K .
- loss record: New Business in Egypt.







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### Debit Note

|   |                          |   |
|---|--------------------------|---|
| Freight Forward Liability                                   | Policy No                | PL-100-60-6007-2024-66  |
| Participant Name:<br><br>Eagle Express for Freight Services | Period Of<br><br>Takaful | From: 12 <sup>th</sup> Dec 2024<br><br>To : 11 <sup>th</sup> Dec 2025 |
| Address:<br><br>69 Ali Amin St., Nasr City, Cairo, Egypt.   | Date Of Issue            | 12 <sup>th</sup> Dec 2024   |
|   | Currency                 | EGP   |
| Agent   | Direct                   |   |
| Contribution details  |                          |   |
| EGP   |                          |   |
| Net Contribution  | 16,593.04                |   |
| P. Stamp 5.5 %  | 912.61                   |   |
| Contract Stamp D  | 25.00                    |   |
| Sup Fee 0. 6 %  | 99.55                    |   |
| P.H Guarantee Fund  | 33.18                    |   |
| Service Fees  | 16.59                    |   |
| Issue Fee   | 100.03                   |   |
| Total Contribution  | 17,780.00                |   |

(Seventeen Thousand Seven Hundred and Eighty EGP Only)

