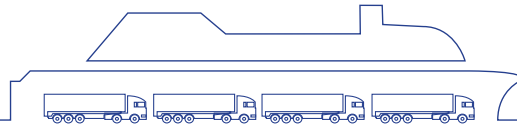


# Brittany Ferries

## Freight



## Insurance - Terms & Conditions

BRITTANY FERRIES provides its freight clients with insurance, covering both vehicle (tractor unit, trailer etc) and the goods being transported therein, during the sea crossing. This cover is provided for two reasons:

**1.** Transporters' standard insurance policies normally cover them for damage to, or caused by, their vehicles. Even if theirs is an 'all risks' policy, the sea crossing is generally excluded from the cover provided. Similarly, 'own account' goods are not usually covered by standard insurance policies during the sea crossing.

**2.** Vehicles and goods carried on board ships are subject to provisions, limitations and exemptions laid down in the Brussels Convention of 25 August, and its amendments, which is referred to in our Conditions of carriage. The effects are as follows:

- To absolve the sea carrier of responsibility under certain circumstance

- To limit the sea carrier's responsibility, when such responsibility is assumed.

In this context, Brittany Ferries offers insurance, providing cover for both your vehicles and the goods transported therein, during the sea crossing. Details of the scope of the cover are attached.

The conditions of the insurance are outlined on the attached document. In the event of litigation, only the text of the insurance policy itself will be admissible.

### VEHICLE INSURANCE

- Conditions: French 'All-Risks' maritime Insurance Policy
- Duration of cover: Ship's rail to ship's rail.
- Limits of insurance: 150,000 Euros per vehicle or trailer, 200,000 Euros per vehicle or refrigerated trailer, 20,000 Euros per mobile home, 155,000 Euros per coach and 35,000 Euros per tourist vehicle (Irish service)
- Excess: In the event of a claim, an excess of 305 Euros per vehicle and/or trailer (760 Euros for coaches) is applicable
- Survey: A survey report is required for any claim equal to or exceeding 1,000 Euros
- Remarks: Vehicle tyres are only covered in the event of certain specified major accidents (shipwreck, grounding, boarding or collision at sea).

### GOODS INSURANCE

- Conditions: French Marine Cargo Insurance Policy – 'FAP Sauf' (Major risk cover corresponding to a list of events, such as shipwreck, grounding, boarding or collision of the vessel, cargo movement during embarkation or disembarkation procedures, fire or explosion etc.) The cover extends to "all risks" cover when the sea state is officially characterised as 'heavy'.
- Duration of cover: Ship's rail to ship's rail.
- Limits of insurance: 150,000 Euros per vehicle or trailer or container and 30,000 Euros per pallet
- Excess: In the event of a claim, an excess of 155 Euros per vehicle and/or trailer and/or pallet is applicable
- Survey: A survey report is required for any claim equal to or exceeding 1,000 Euros
- Remarks: Hazardous goods are excluded from the scope of the

cover, if their transport by sea is prohibited by current legislation. However, they are covered under the policy if their transport is legitimate and both the shipper and/or road haulier have adhered to all regulations relating to their carriage.

Live animals are only covered by the policy in the case of a specified major event (shipwreck, grounding, boarding, collision at sea or the vehicle turning over or its cargo shifting). Live shellfish or temperature controlled goods are covered only in the case of the refrigeration or oxygen production equipment itself being damaged during the sea crossing, by an external event (e.g. the cargo of another vehicle coming loose or un-stowed).

### PREMIUM

£4 per vehicle excluding tax.

### EXTENSION OF COVER

Subject to acceptance by Brittany Ferries and an additional premium calculated on a case by case basis, cover may be extended (e.g. increasing limits of cover, "all risks" cover for temperature controlled goods or live animals/shellfish).

### CLAIMS PROCEDURE

In the case of a claim, the following procedure should be followed:

**DAMAGE REPORT:** Every claim must be supported by a damage report completed by a member of Brittany Ferries staff, Loading Officer or Duty Operations Manager.

**ASSESSOR:** For any claim exceeding 1,000 Euros, a survey report must be carried out within seven days of the completion of the damage report. In the event of significant damage, Brittany Ferries must be convened to a joint survey in order to ascertain damage, determine its cause and assess the loss. In case of non contradictory survey, surveyor's conclusions shall not be binding on Brittany Ferries.

**CLAIMS:** Settlement of claims will be made upon presentation of the freight damage report, invoice for repairs, a sales invoice (for damage to cargo), the survey report plus any other supporting documentation relevant to the claim. Settlement will be made according to the conditions of the policy, deducting the excess and within the financial limits provided by the policy.

**IMPORTANT:** All claims must be received by Brittany Ferries within two months of any incident.

FURTHER INFORMATION CAN BE OBTAINED FROM THE CUSTOMER SERVICES IN ROSCOFF TEL NUMBER 00 33 2 98 29 28 00 OR BY CALLING THE FREIGHT SALES DEPARTMENT IN OUISTREHAM TEL NUMBER 00 33 2 31 36 36 31.

Roscoff, January 2009