

## SUM-PAR

### CONTINGENT TRANSIT ENDORSEMENT (TRUCK BROKERING)

For the purpose of this endorsement the word “subcontractor” shall mean the trucking company which physically transports the cargo.

In consideration of the additional premium charged it is hereby noted and agreed that irrespective of exclusion (m), this policy is extended to include the Insured’s liability otherwise recoverable hereon, where the Insured is acting as a truck broker, subject to the following conditions:

- 1) It is a condition precedent to coverage under this policy that the Insured obtains written evidence of each subcontractor’s current motor truck cargo insurance policy, which must include details of the period of validity of the policy, the conditions, exclusions, limits and deductibles contained therein, prior to commencing operations with that subcontractor.
- 2) It is a condition precedent to coverage under this policy that this written evidence shows that the subcontractor’s insurance is in effect at the time the cargo is transported.
- 3) It is a condition precedent to coverage under this policy that the conditions of this policy shall not provide broader cover than the conditions of the subcontractor’s motor truck cargo policy, including limits, sub-limits, deductibles, commodities carried and/or any applicable exclusions.

In consideration for the reduced rate for which this endorsement has been issued, Underwriters shall not be liable for the payment of any claims under this endorsement except:-

- a) When the subcontractor is not legally liable for any loss or damage to the cargo,

OR

- b) after the Insured has made all reasonable and proper efforts to collect the amount of the claim from the subcontractor and their Insurer’s, but has not succeeded due to declination of liability or inability to pay.

Reasonable and proper efforts to collect the amount of the claim shall mean that the Insured shall have complied with the requirements of the Bill of Lading or other contract under which the cargo was shipped, and shall also have complied with all other procedures required for the filing of claims against the subcontractor and their Insurers. In no event shall Underwriters be liable for loss or damage to any cargo until the 90<sup>th</sup> day subsequent to the date the loss or damage occurred.

All other policy terms and conditions remain unchanged.

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**Insured Signature**