

GUIDANCE ON LIABILITY INSURANCE



FOR THE FIATA MULTIMODAL TRANSPORT BILL OF LADING (FBL)



International Federation of
Freight Forwarders Associations

The global voice of freight logistics

FIATA INTERNATIONAL FEDERATION OF FREIGHT FORWARDERS ASSOCIATIONS

FIATA is a nongovernmental, membership-based organisation representing freight forwarders in some 150 countries. FIATA is a reference source on international policies and regulations governing the freight forwarding and logistics industry. FIATA works at the international level to represent service providers who operate in trade logistics and supply chain management. Through its FIATA documents and forms, congress, training and publications, and engagement with relevant international organisations, it promotes trade facilitation and best practices among the freight forwarding community.

Founded in Vienna, Austria, in 1926, FIATA owes its name to its French acronym (*Fédération Internationale des Associations de Transitaires et Assimilés*) and is known as 'the global voice of freight logistics'. FIATA is headquartered in Geneva, Switzerland.

DISCLAIMER

It should be borne in mind that this document is NOT to be construed as providing any legal advice. FIATA recommends that readers seek independent legal advice if they have any questions on dealing with their specific circumstances.

This best practice guide provides general considerations that are of relevance on a global, risk-management basis, and does not include technical advice. It is recommended that readers adjust and implement the recommended measures in accordance with the applicable laws and regulations in their jurisdiction, its corporate structure, business model and risk control requirements in the country or geographic areas where it is operating.

FIATA accepts no responsibility for the consequences of the use of the information contained in this document.

For further information about the activities of the FIATA Advisory Body on Legal Matters or to make comments about this guide, please contact the FIATA Headquarters at legal@fiata.org

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INTRODUCTION

All freight forwarders wishing to issue the FIATA Multimodal Transport Bill of Lading (“FBL”) or its digital equivalent are required to be in possession of valid liability insurance in accordance with the FBL terms and conditions (“FBL T&Cs”) which are contained on the reverse of the document ([see Annex 1](#)).

This liability insurance requirement is key to protecting the integrity and reputation of the FBL, as well as the freight forwarding business. Crucially, it demonstrates the ability of the freight forwarder to meet its legal liability if something goes wrong.

This guidance note, developed by FIATA, with contributions from leaders in the insurance industry, aims to provide some considerations for freight forwarders when procuring such liability insurance. It should be noted that for the purposes of this guidance note, the term FBL shall also be taken to refer to the digital equivalent of the FBL.

FREIGHT FORWARDER LIABILITY

The business of global freight forwarding can be complicated, involving numerous contractual parties in a variety of jurisdictions, handling and transporting many different types of cargo. Therefore, the liability that freight forwarders can incur for loss or damage to cargo, can also be complex and challenging to determine.

Liability insurance serves to protect a freight forwarder up to the limit of their legal liability. This legal liability might be influenced by a number of factors including contract, convention or for example the terms of the FBL.

Importantly, liability insurance is not intended to cover the full value of the cargo, nor be a replacement for cargo insurance that the beneficial cargo owner should purchase.

Freight forwarder liability under the FBL terms and conditions

The FBL T&Cs detail the liability of the freight forwarder acting as a principal, reflecting the evolved nature of the freight forwarding business today. As stated in clauses **2** and **6**, the freight forwarder undertakes performance of the entire transport journey and is responsible for the goods from the time the freight forwarder has taken the goods in its charge to the time of the delivery.

The liability provisions and limitations in the FBL T&Cs are based on the Hague-Visby Rules, which is a mandatory international framework of rights and obligations that applies to the carriage of goods by sea. The Hague-Visby Rules limit liability per package or unit,

calculated according to special drawing rights (SDR) based on the weight or number of packages of the cargo lost or damage. Clause **8.4** of the FBL T&Cs states that where a container, pallet or transport unit is loaded with more than one package, the packages or other shipping units listed in the FBL are each deemed to be a package or unit.

According to the Hague Visby Rules, where there is a maritime leg in the transport, liability is limited 666.67 SDR per package or unit or 2 SDR per kilogram of gross weight of the goods lost or damaged, whichever is higher, and is reflected in clause **8.3** of the FBL T&Cs. Where the multimodal transport does not, according to the contract, include carriage of goods by sea or inland waterways, the liability of the freight forwarder is limited to an amount not exceeding 8.33 SDR per kilogram of gross weight of goods lost or damaged. National limitations may also apply, and general limitations of liability may also be applicable according to specific legal regimes for modes of transport, such as rail and air.

It should be noted that specific provisions are set out for compliance with US law, and this is addressed in the FAQs at the end of this document.

WHAT THIS MEANS IN PRACTICE: ENSURING ADEQUATE LIABILITY INSURANCE COVERAGE

As the FBL T&Cs are based on international convention and do not in itself include any enhanced liability regime, the procurement of liability insurance in accordance with these terms is considered standard practice.

It should be noted that liability insurance is distinct from cargo insurance. Unlike liability insurance, cargo insurance is generally designed to cover the full value of the cargo and is typically purchased by the beneficial cargo owner. It is recommended that freight forwarders advise their customers accordingly, as this can assist in avoiding unwelcome surprises and commercial friction in the case of a loss.

Obtaining a liability insurance policy

Freight forwarders procuring liability insurance are advised to consult with their insurer or insurance broker to ensure they have the most appropriate and adequate coverage. While not exhaustive, the insurer will require information on:

- The general nature of the business the freight forwarder will conduct using the FBL, including types of commodities handled;
- Volume of business;
- Transit routes and the countries in which the freight forwarder undertakes business;
- Business volume – usually annual freight receipts and or TEU numbers.

The nature of the business the freight forwarder will conduct using the FBL, as well as any other applicable standard trading conditions or mandatory local legislation, will impact the level of coverage required. An insurance broker would be best placed to advise on these aspects, however the below case studies outline potential levels of legal liability and how this can be influenced by the commodities transported.

Freight forwarder A transports large pieces of marble and stone from China to Belgium. A typical consignment would include 4-5 pieces and on average would weigh 22,000kg. Under the FBL terms the maximum legal liability would be based on the weight of the cargo (as this will be greater than the calculation based on the number of packages). Using the average weight at 22,000kg, the legal liability of the freight forwarder under the FBL should not exceed 44,000SDR.

Freight forwarder B transports various groupage cargo, including fast moving consumer goods and electronics from China to Belgium. Maximising profitability means shipping as many individual shipments as possible in each container. This varies by demand, however can routinely include 300 packages and on average the overall weight would not exceed 15,000kg. In this example, the legal liability would be calculated on the package limitation (as this will be greater than the calculation based on the weight of the cargo). Using the figure of 300 packages, the legal liability of the freight forwarder should not exceed 200,001SDR.

What should be included in the insurance policy

The insurance policy should include reference to the applicable laws and international conventions. While not mandatory, the FBL could also be defined in the insurance policy, to ensure clarity. This could be particularly important in situations where the FBL is used for transport that does not include a maritime leg and therefore might not be covered by harmonised international conventions.

Deductibles

The freight forwarder may need to consider what deductible or excess would be acceptable to it. This refers to the amount that the freight forwarder will need to contribute in the event of a claim before the insurer pays.

The level of deductible might influence the amount of insurance premium that must be paid. The amount of risk retention is a financial management decision for the freight forwarder. A higher deductible will typically reduce the overall premium level given that the freight forwarder is effectively accepting a greater proportion of the risk.

Enhanced liability

Freight forwarders should be aware that completion of the fields on the face of the FBL may affect their liability insurance coverage. Forwarders are advised to fill the fields completely and accurately and seek the advice of their insurance broker as needed.

FREQUENTLY ASKED QUESTIONS (FAQs)

Do I need to include a specific mention of the FBL on the insurance policy?

Specific mention of the FBL is recommended, but is not necessary provided that the relevant laws and international conventions are covered in the insurance policy, where it results in an enhancement in their legal liability. An example might be that the forwarder purchases adequate liability insurance to cover their liability under the standard terms of the FBL, however subsequently enhances its legal liability (without agreement of the insurer) by making a notation of cargo value in the declared value field on the face of the FBL. Generally speaking, the forwarder would need to seek agreement from the liability insurer otherwise cover might be restricted in relation to a related claim.

What is an adequate policy limit?

This depends on the nature of the freight forwarders' business, as well as any applicable standard trading conditions and mandatory local legislation. It should therefore be based on consultation between the freight forwarder and its insurance broker.

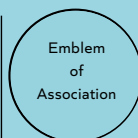
I am a freight forwarder based in the US. Is there anything I need to do to ensure compliance with US law?

Clause 7.3 of the FBL explicitly states that the Carriage of Goods by Sea Act of the United States of America (COGSA) shall apply if compulsorily applicable.

A special feature of the FBL is the inclusion of a declared value field on the front of the document. This box is intended to comply with US law so that shippers have an opportunity to declare the value of the cargo, thus providing clarity on the freight forwarder's liability limit. Under clause 8.6(b) FBL T&Cs, if the nature and value of the goods has not been declared on the FBL, the liability of the freight forwarder under COGSA is limited to 500 USD per package, or per customary freight unit.

Annex 1

Consignor



FBL

NEGOTIABLE FIATA
MULTIMODAL TRANSPORT
BILL OF LADING

issued subject to UNCTAD / ICC Rules for
Multimodal Transport Documents (ICC Publication 481).



Consigned to order of

Notify address

Place of receipt

Ocean vessel

Port of loading

Port of discharge

Place of delivery

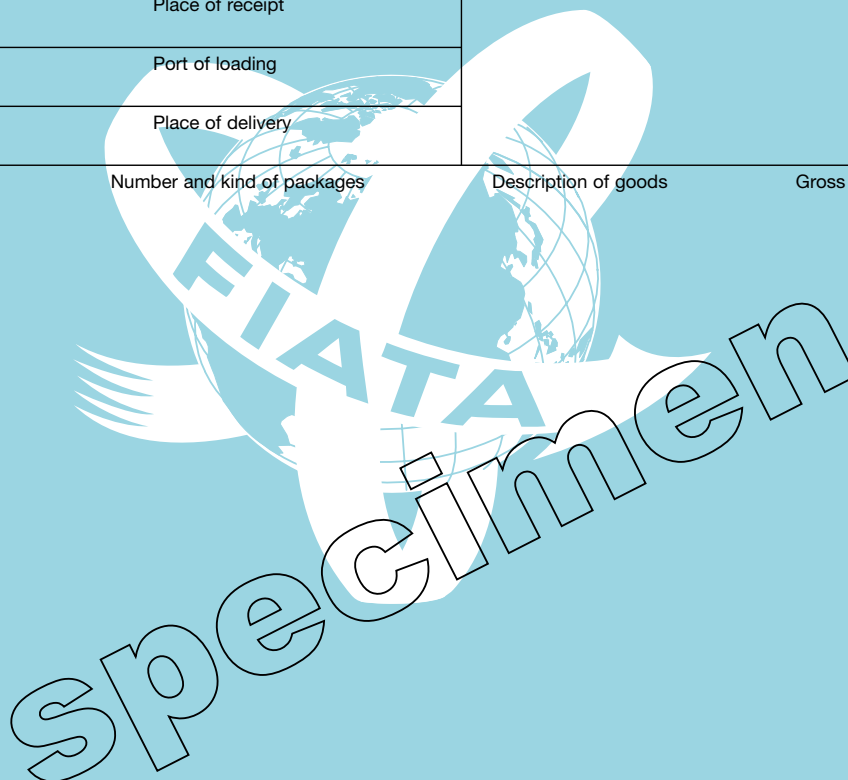
Marks and numbers

Number and kind of packages

Description of goods

Gross weight

Measurement



according to the declaration of the consignor

Declaration of Interest of the consignor
in timely delivery (Clause 6.2.)

Declared value for ad valorem rate according to
the declaration of the consignor (Clauses 7 and 8).

The goods and instructions are accepted and dealt with subject to the Standard Conditions printed overleaf.

Taken in charge in apparent good order and condition, unless otherwise noted herein, at the place of receipt for transport and delivery as mentioned above.
One of these Multimodal Transport Bills of Lading must be surrendered duly endorsed in exchange for the goods. In Witness whereof the original Multimodal Transport Bills of Lading all of this tenor and date have been signed in the number stated below, one of which being accomplished the other(s) to be void.

Freight amount	Freight payable at	Place and date of issue
Cargo Insurance through the undersigned ☐ not covered ☐ Covered according to attached Policy	Number of Original FBL's	Stamp and signature
For delivery of goods please apply to:		

**Standard Conditions (1992) governing
the Negotiable FIATA MULTIMODAL TRANSPORT BILL OF LADING**

Definitions

- «Freight Forwarder» means the Multimodal Transport Operator who issues this FBL and is named on the face of it and assumes liability for the performance of the multimodal transport contract as a carrier.
- «Merchant» means and includes the Shipper, the Consignor, the Consignee, the Holder of this FBL, the Receiver and the Owner of the Goods.
- «Consignor» means the person who concludes the multimodal transport contract with the Freight Forwarder.
- «Consignee» means the person entitled to receive the goods from the Freight Forwarder.
- «Taken in charge» means that the goods have been handed over to and accepted for carriage by the Freight Forwarder at the place of receipt evidenced in this FBL.
- «Goods» means any property including live animals as well as containers, pallets or similar articles of transport or packaging not supplied by the Freight Forwarder, irrespective of whether such property is to be or is carried on or under deck.

1. Applicability

Notwithstanding the heading «FIATA Multimodal Transport Bill of Lading (FBL)» these conditions shall also apply if only one mode of transport is used.

2. Issuance of this FBL

2.1. By issuance of this FBL the Freight Forwarder

- a) undertakes to perform and/or in his own name to procure the performance of the entire transport, from the place at which the goods are taken in charge (place of receipt evidenced in this FBL) to the place of delivery designated in this FBL;
- b) assumes liability as set out in these conditions.

2.2. Subject to the conditions of this FBL the Freight Forwarder shall be responsible for the acts and omissions of his servants or agents acting within the scope of their employment, or any other person of whose services he makes use for the performance of the contract evidenced by this FBL, as if such acts and omissions were his own.

3. Negotiability and title to the goods

3.1. This FBL is issued in a negotiable form unless it is marked «non negotiable». It shall constitute title to the goods and the holder, by endorsement of this FBL, shall be entitled to receive or to transfer the goods herein mentioned.

3.2. The information in this FBL shall be prima facie evidence of the taking in charge by the Freight Forwarder of the goods as described by such information unless a contrary indication, such as «shipper's weight, load and count», «shipper-packed container» or similar expressions, has been made in the printed text or superimposed on this FBL. However, proof to the contrary shall not be admissible when the FBL has been transferred to the consignee for valuable consideration who in good faith has relied and acted thereon.

4. Dangerous Goods and Indemnity

4.1. The Merchant shall comply with rules which are mandatory according to the national law or by reason of International Convention, relating to the carriage of goods of a dangerous nature, and shall in any case inform the Freight Forwarder in writing of the exact nature of the danger, before goods of a dangerous nature are taken in charge by the Freight Forwarder and indicate to him, if need be, the precautions to be taken.

4.2. If the Merchant fails to provide such information and the Freight Forwarder is unaware of the dangerous nature of the goods and the necessary precautions to be taken and if, at any time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability, or expense arising out of their being taken in charge, or their carriage, or of any service incidental thereto.

The burden of proving that the Freight Forwarder knew the exact nature of the danger constituted by the carriage of the said goods shall rest on the Merchant.

4.3. If any goods shall become a danger to life or property, they may in like manner be unloaded or landed at any place or destroyed or rendered harmless. If such danger was not caused by the fault and neglect of the Freight Forwarder he shall have no liability and the Merchant shall indemnify him against all loss, damage, liability and expense arising therefrom.

5. Description of Goods and Merchant's Packing and Inspection

5.1. The Consignor shall be deemed to have guaranteed to the Freight Forwarder the accuracy, at the time the goods were taken in charge by the Freight Forwarder, of all particulars relating to the general nature of the goods, their marks, number, weight, volume and quantity and, if applicable, to the dangerous character of the goods, as furnished by him or on his behalf for insertion on the FBL. The Consignor shall indemnify the Freight Forwarder against all loss, damage and expense resulting from any inaccuracy or inadequacy of such particulars.

The Consignor shall remain liable even if the FBL has been transferred by him.

The right of the Freight Forwarder to such an indemnity shall in no way limit his liability under this FBL to any person other than the Consignor.

5.2. The Freight Forwarder shall not be liable for any loss, damage or expense caused by defective or insufficient packing of goods, or by inadequate bracing or packing within containers or other transport units when such loading or packing has been performed by the Merchant or on his behalf by a person other than the Freight Forwarder, or by the defect or unsuitability of the containers or other transport units supplied by the Merchant, or if supplied by the Freight Forwarder if a defect or unsuitability of the container or other transport unit would have been apparent upon reasonable inspection by the Merchant. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability and expense so caused.

6. Freight Forwarder's Liability

6.1. The responsibility of the Freight Forwarder for the goods under these conditions covers the period from the time the Freight Forwarder has taken the goods in his charge to the time of their delivery.

6.2. The Freight Forwarder shall be liable for loss of or damage to the goods as well as for delay in delivery if the occurrence which caused the loss, damage or delay in delivery took place while the goods were in his charge as defined in Clause 2.1.a, unless the Freight Forwarder proves that no fault or neglect of his own, his servants or agents or any other person referred to in Clause 2.2. has caused or contributed to such loss, damage or delay. However, the Freight Forwarder shall only be liable for loss following from delay in delivery if the Consignor has made a declaration of interest in timely delivery which has been accepted by the Freight Forwarder and stated in this FBL.

6.3. Arrival times are not guaranteed by the Freight Forwarder. However, delay in delivery occurs when the goods have not been delivered within the time expressly agreed upon or, in the absence of such agreement, within the time which would be reasonable to require of a diligent Freight Forwarder, having regard to the circumstances of the case.

6.4. If the goods have not been delivered within ninety consecutive days following such date of delivery as determined in Clause 6.3., the claimant may, in the absence of evidence to the contrary, treat the goods as lost.

6.5. When the Freight Forwarder establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more causes or events, specified in a – e of the present clause, it shall be presumed that it was so caused, always provided, however, that the claimant shall be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of such causes or events:

- a) an act or omission of the Merchant, or person other than the Freight Forwarder acting on behalf of the Merchant or from whom the Freight Forwarder took the goods in charge;
- b) insufficiency or defective condition of the packaging or marks and/or numbers;
- c) handling, loading, stowage or unloading of the goods by the Merchant or any person acting on behalf of the Merchant;
- d) inherent vice of the goods;
- e) strike, lockout, stoppage or restraint of labour.

6.6. Defences for carriage by sea or inland waterways

Notwithstanding clauses 6.2., 6.3 and 6.4, the Freight Forwarder shall not be liable for loss, damage or delay in delivery with respect to goods carried by sea or inland waterways when such loss, damage or delay during such carriage has been caused by:

- a) act, neglect, or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship;
- b) fire, unless caused by the actual fault or privity of the carrier, however, always provided that whenever loss or damage has resulted from unseaworthiness of the ship, the Freight Forwarder can prove that due diligence has been exercised to make the ship seaworthy at the commencement of the voyage.

7. Paramount clauses

7.1. These conditions shall only take effect to the extent that they are not contrary to the mandatory provisions of International Conventions or national law applicable to the contract evidenced by this FBL.

7.2. The Hague Rules contained in the International Convention for the unification of certain rules relating to Bills of Lading, dated Brussels 25th August 1924, or in those countries where they are already in force the Hague-Visby Rules contained in the Protocol of Brussels, dated 23rd February 1968, as enacted in the Country of Shipment, shall apply to all carriage of goods by sea and also to the carriage of goods by inland waterways, and such provisions shall apply to all goods whether carried on deck or under deck.

7.3. The Carriage of Goods by Sea Act of the United States of America (COGSA) shall apply to the carriage of goods by sea, whether on deck or under deck, if compulsorily applicable to this FBL or would be applicable but for the goods being carried on deck in accordance with a statement on this FBL.

8. Limitation of Freight Forwarder's Liability

8.1. Assessment of compensation for loss of or damage to the goods shall be made by reference to the value of such goods at the place and time they are delivered to the consignee or at the place and time when, in accordance with this FBL, they should have been so delivered.

8.2. The value of the goods shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price or, if there are no such prices, by reference to the normal value of goods of the same name and quality.

8.3. Subject to the provisions of subclauses 8.4. to 8.9. inclusive, the Freight Forwarder shall in no event be or become liable for any loss of or damage to the goods in an amount exceeding the equivalent of 666.67 SDR per package or unit or 2 SDR per kilogram of gross weight of the goods lost or damaged, whichever is the higher, unless the nature and value of the goods shall have been declared by the Consignor and accepted by the Freight Forwarder before the goods have been taken in his charge, or the ad valorem freight rate paid, and such value is stated in the FBL by him, then such declared value shall be the limit.

8.4. Where a container, pallet or similar article of transport is loaded with more than one package or unit, the packages or other shipping units enumerated in the FBL as packed in such article of transport are deemed packages or shipping units. Except as aforesaid, such article of transport shall be considered the package or unit.

8.5. Notwithstanding the above mentioned provisions, if the multimodal transport does not, according to the contract, include carriage of goods by sea or by inland waterways, the liability of the Freight Forwarder shall be limited to an amount not exceeding 8.33 SDR per kilogram of gross weight of the goods lost or damaged.

8.6. a) When the loss of or damage to the goods occurred during one particular stage of the multimodal transport, in respect of which an applicable international convention or mandatory national law would have provided another limit of liability if a separate contract of carriage had been made for that particular stage of transport, then the limit of the Freight Forwarder's liability for such loss or damage shall be determined by reference to the provisions of such convention or mandatory national law.

b) Unless the nature and value of the goods shall have been declared by the Merchant and inserted in this FBL, and the ad valorem freight rate paid, the liability of the Freight Forwarder under COGSA, where applicable, shall not exceed US\$ 500 per package or, in the case of goods not shipped in packages, per customary freight unit.

8.7. If the Freight Forwarder is liable in respect of loss following from delay in delivery, or consequential loss or damage other than loss of or damage to the goods, the liability of the Freight Forwarder shall be limited to an amount not exceeding the equivalent of twice the freight under the multimodal contract for the multimodal transport under this FBL.

8.8. The aggregate liability of the Freight Forwarder shall not exceed the limits of liability for total loss of the goods.

8.9. The Freight Forwarder is not entitled to the benefit of the limitation of liability if it is proved that the loss, damage or delay in delivery resulted from a personal act or omission of the Freight Forwarder done with the intent to cause such loss, damage or delay, or recklessly and with knowledge that such loss, damage or delay would probably result.

9. Applicability to Actions in Tort

These conditions apply to all claims against the Freight Forwarder relating to the performance of the contract evidenced by this FBL, whether the claim be founded in contract or in tort.

10. Liability of Servants and other Persons

10.1. These conditions apply whenever claims relating to the performance of the contract evidenced by this FBL are made against any servant, agent or other person (including any independent contractor) whose services have been used in order to perform the contract, whether such claims are founded in contract or in tort, and the aggregate liability of the Freight Forwarder and of such servants, agents or other persons shall not exceed the limits in Clause 8.

10.2. In entering into this contract evidenced by this FBL, the Freight Forwarder, to the extent of these provisions, does not only act on his own behalf, but also as agent or trustee for such persons, and such persons shall to this extent be or be deemed to be parties to this contract.

10.3. However, if it is proved that the loss of or such loss or damage to the goods resulted from a personal act or omission of such a person referred to in Clause 10.1., done with intent to cause damage, or recklessly and with knowledge that damage would probably result, such person shall not be entitled to benefit of limitation of liability provided for in Clause 8.

10.4. The aggregate of the amounts recoverable from the Freight Forwarder and the persons referred to in Clauses 2.2. and 10.1. shall not exceed the limits provided for in these conditions.

11. Method and Route of Transportation

Without notice to the Merchant, the Freight Forwarder has the liberty to carry the goods on or under deck and to choose or substitute the means, route and procedure to be followed in the handling, stowage, storage and transportation of the goods.

12. Delivery

12.1. Goods shall be deemed to be delivered when they have been handed over or placed at the disposal of the Consignee or his agent in accordance with this FBL, or when the goods have been handed over to any authority or other party to whom, pursuant to the law or regulation applicable at the place of delivery, the goods must be handed over, or such other place at which the Freight Forwarder is entitled to carry on the Merchant to take delivery.

12.2. The Freight Forwarder shall also be entitled to store the goods at the sole risk of the Merchant, and the Freight Forwarder's liability shall cease, and the cost of such storage shall be paid, upon demand, by the Merchant to the Freight Forwarder.

12.3. If at any time the carriage under this FBL is or is likely to be affected by any hindrance or risk of any kind (including the condition of the goods) not arising from any fault or neglect of the Freight Forwarder or a person referred to in Clause 2.2. and which cannot be avoided by the exercise of reasonable endeavours, the Freight Forwarder may:

abandon the carriage of the goods under this FBL and, where reasonably possible, place the goods or any part of them at the Merchant's disposal at any place which the Freight Forwarder may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of the Freight Forwarder in respect of such goods shall cease.

In any event, the Freight Forwarder shall be entitled to full freight under this FBL and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

13. Freight and Charges

13.1. Freight shall be paid in cash, without any reduction or deferment on account of any claim, counter-claim or set-off, whether prepaid or payable at destination.

Freight shall be considered as earned by the Freight Forwarder at the moment when the goods have been taken in his charge, and not to be returned in any event.

13.2. Freight and all other amounts mentioned in this FBL are to be paid in the currency named in this FBL or, at the Freight Forwarder's option, in the currency of the country of dispatch or destination at the highest rate of exchange for bankers sight bills current for prepaid freight on the day of dispatch and for freight payable at destination on the day when the Merchant is notified on arrival of the goods there or on the date of withdrawal of the delivery order, whichever rate is the higher, or at the option of the Freight Forwarder on the date of this FBL.

13.3. All dues, taxes and charges or other expenses in connection with the goods shall be paid by the Merchant.

Where equipment is supplied by the Freight Forwarder, the Merchant shall pay all demurrage and charges which are not due to a fault or neglect of the Freight Forwarder.

13.4. The Merchant shall reimburse the Freight Forwarder in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directions or force majeure.

13.5. Where the acceptance by the Freight Forwarder of the declaration of contents, insurance, weight, measurements or value of the goods but the Freight Forwarder has the liberty to have the contents inspected and the weight, measurements or value verified. If on such inspection it is found that the declaration is not correct it is agreed that a sum equal either to five times the difference between the correct figure and the freight charged, or to double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Freight Forwarder for his inspection costs and losses of freight on other goods notwithstanding any other sum having been stated on this FBL as freight payable.

13.6. Despite the acceptance by the Freight Forwarder of instructions to collect freight, charges or other expenses from any other person in respect of the transport under this FBL, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.

14. Lien

The Freight Forwarder shall have a lien on the goods and any documents relating thereto for any amount due at any time to the Freight Forwarder from the Merchant including storage fees and the cost of recovering same, and may enforce such lien in any reasonable manner which he may think fit.

15. General Average

The Merchant shall indemnify the Freight Forwarder in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Freight Forwarder in this connection.

16. Notice

16.1. Unless notice of loss of or damage to the goods, specifying the general nature of such loss or damage, is given in writing by the consignee to the Freight Forwarder when the goods are delivered to the consignee in accordance with clause 12, such handing over is prima facie evidence of the delivery by the Freight Forwarder of the goods as described in this FBL.

16.2. Where the loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within 6 consecutive days after the day when the goods were delivered to the consignee in accordance with clause 12.

17. Time bar

The Freight Forwarder shall, unless otherwise expressly agreed, be discharged of all liability under these conditions unless suit is brought within 9 months after the delivery of the goods, or the date when the goods should have been delivered, or the date when in accordance with clause 6.4. failure to deliver the goods would give the consignee the right to treat the goods as lost.

18. Partial Invalidity

If any clause or a part thereof is held to be invalid, the validity of this FBL and the remaining clauses or a part thereof shall not be affected.

19. Jurisdiction and applicable law

Actions against the Freight Forwarder may be instituted only in the place where the Freight Forwarder has his place of business as stated on the reverse of this FBL and shall be decided according to the law of the country in which that place of business is situated.

CONTRIBUTORS

FIATA International Federation of Freight Forwarders Associations is a non-governmental, membership-based organisation representing freight forwarders in some 150 countries. FIATA's membership is composed of 113 Association Members and more than 5,500 Individual Members, overall representing an industry of 40,000 freight forwarding and logistics firms worldwide. Based in Geneva, FIATA is 'the global voice of freight logistics'.

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TT Club is the established market-leading independent provider of mutual insurance and related risk management services to the international transport and logistics industry. TT Club's primary objective is to help make the industry safer and more secure. Founded in 1968, the Club has more than 1400 Members, spanning container owners and operators, ports and terminals, and logistics companies, working across maritime, road, rail, and air. TT Club is renowned for its high-quality service, in-depth industry knowledge and enduring Member loyalty. It retains more than 97% of its Members with a third of its entire membership having chosen to insure with the Club for 20 years or more.

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WTW (NASDAQ: WTW) is a global insurance advisory company, who has been providing insurance solutions for logistics companies since freight forwarders, haulers/truckers and warehouse keepers were independent companies delivering core services to their customers. In the intervening years WTW have consolidated and extended their offering to provide a sophisticated and end-to-end service to meet clients' needs and have extended their offerings to ensure the policies fulfil clients' requirements.

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