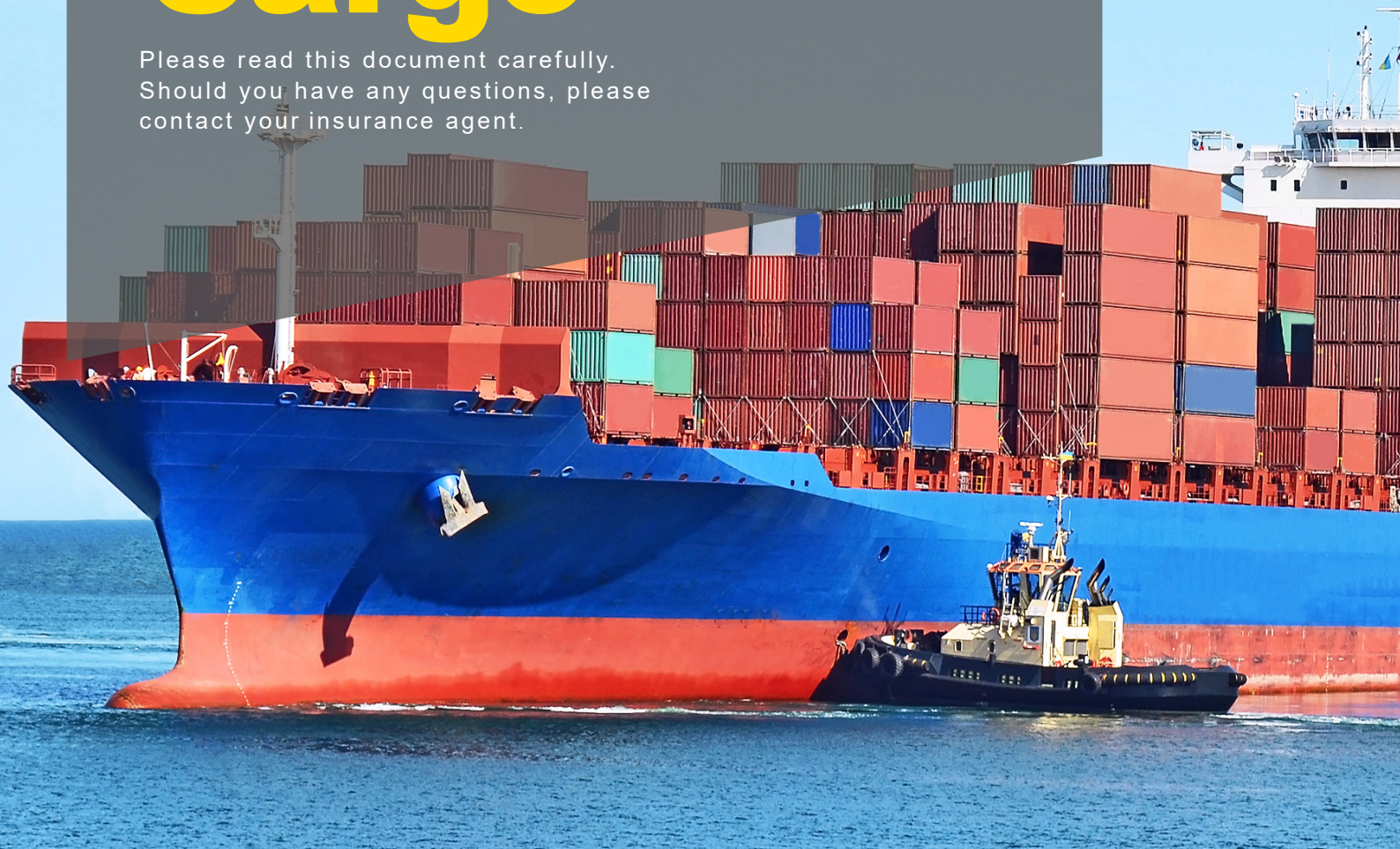


Policy Wording

# Marine Cargo

Please read this document carefully.  
Should you have any questions, please  
contact your insurance agent.



# Policy Information

We are keen to work in partnership with You and avoid any misunderstandings.

This Policy has been prepared in accordance with Your instructions. Please read it carefully to ensure that it meets Your requirements.

This Policy consists of

1. the introduction which explains the basis on which cover is provided;
2. the Schedule which shows details of the Policyholder Period of Insurance the Business being covered the Property or Events insured Limits of Liability and certain amounts You will be responsible for and details of which Sections are operative;
3. Sections and/or Subsections prepared from a proposal form or declaration or Statement of Fact that You provided to Your insurance agent about You and Your Business upon which Your insurance Policy is based;
4. Policy Definitions and Conditions;
5. Policy Exceptions to cover applying to the whole Policy;
6. Any Endorsements or Conditions Precedent which might apply to the Policy or individual Sections and which incorporate cover amendments extensions limitations and the like.

Immediate notice should be given to Us of any changes which may affect the insurance provided by this Policy.

Alterations in the cover required after the issue of the Policy will be confirmed by a separate Endorsement and/or Schedule and/or Statement of Fact which You should file with Your Policy. You should refer to the Statement of Fact and/or Schedule and Endorsement(s) and the Policy to ascertain precise details of cover currently in force.

Should you require a hard copy of the policy schedule or policy wording please contact your broker.

## Our Promise to You

Our goal is to provide excellent customer service to all Our customers but we recognise that sometimes things may go wrong. We take complaints seriously and aim to resolve all of Our customers problems promptly.

If this cover does not meet with your requirements please return all your documents to your insurance agent who has arranged the cover within 14 days of receipt and We will return part of the premium proportionate to the unexpired Period of Insurance provided that no claims have been paid or outstanding during the current Period of Insurance.

If You wish to terminate the cover at any other time please contact Your insurance agent who arranged it and any return premium will be at the discretion of Arch Insurance (UK) Limited.

## Making a Claim

To report or make a claim follow the instructions provided in Claims Procedure on **page 27**

To register a claim You should email full details of the claim including your Arch policy number to [commercial.claims@archinsurance.co.uk](mailto:commercial.claims@archinsurance.co.uk) or call 0345 258 3880.

If You have a need to seek additional assistance please contact Your insurance agent

## How to Complain

If You have any enquiry arising from Your Policy please contact Your insurance agent who arranged the Policy for You or the local Arch office quoting the Policy number in all cases

If You have a complaint arising from Your Policy please contact

Complaints Manager  
Arch Insurance (UK) Limited  
5th Floor  
Plantation Place South  
60 Great Tower Street  
London EC3R 5AZ

[complaints@archinsurance.co.uk](mailto:complaints@archinsurance.co.uk)

After this action if You are still not satisfied with the way a complaint has been dealt with Your complaint may also be referred to the Financial Ombudsman Service The address is

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Telephone: 0800 023 4567/ 0300 123 9 123

Fax: 020 7964 1001

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Following the complaints procedure does not affect Your rights to take legal proceedings

## Financial Services Compensation Scheme

Arch Insurance (UK) Limited and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS).

If we are unable to meet our obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)

# Fair Processing Notice

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

## Who are we?

Arch Insurance (UK) Limited which is part of the Arch Insurance group ("Arch"). Arch is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we provide to you.

You can contact us for general data protection queries by email to [DPO@archinsurance.co.uk](mailto:DPO@archinsurance.co.uk) or in writing to Compliance Team, 5th Floor Plantation Place South, 60 Great Tower Street, London EC3R 5AZ. Please advise us of as much detail as possible to comply with your request.

## What information do we collect?

We will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code) which we need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing you with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If you object to use of this information then we will be unable to offer you the product or service requested.

## How do we use your personal information?

We will use your personal information to

- assess and provide the products or services that you have requested
- communicate with you
- develop new products and services
- undertake statistical analysis

We may also take the opportunity to

- contact you about products that are closely related to those you already hold with us
- provide additional assistance or tips about these products or services
- notify you of important functionality changes to our websites

We make outbound phone calls for a variety of reasons relating to many of our products or services (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure we comply with them.

To ensure confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

## Securing your personal information

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide us may be used to update an existing record we hold for you.

#### **When do we share your information?**

To help us prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Arch Insurance group, third parties (for example insurers or loss adjusters) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

The data we collect about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on your information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share your information with anyone you have authorised to deal with us on your behalf.

#### **How long do we keep your information for?**

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract with us has ended.

#### **Your rights**

Under data protection law you have the right to change or withdraw your consent and to request details of any personal data that we hold about you.

Where we have no legitimate reason to continue to hold your information, you have the right to be forgotten.

We may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision that you are unhappy with.

Further details of your rights can be obtained by visiting our long form notice at [www.archcapgroup.com/Privacy-and-Data-Protection-Policy](http://www.archcapgroup.com/Privacy-and-Data-Protection-Policy)

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# The Contract of Insurance and the Underwriters

This policy is underwritten by Arch Insurance (UK) Limited

In consideration of payment of the premium the liability of an Underwriter under this contract is several and not joint with other insurers party to this contract to indemnify You within the limits terms conditions and exceptions of this Policy against the events set out in the sections operative and occurring in connection with the Business during the Period of Insurance and any subsequent period for which You pay and the Underwriter agrees to accept a premium

An Underwriter is not jointly liable for the proportion of liability underwritten by any other Underwriter Nor is an Underwriter otherwise responsible for any liability of any other Underwriter that may underwrite this contract

Although reference is made at various points in this clause to "this contract" in the singular where circumstances so require this should be read as a reference to contracts in the plural

Marine Cargo Policy

Arch Insurance (UK) Limited, 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ – (FCA Register No 229887) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Arch Insurance Group consist of FCA registered companies, including Thomas Underwriting Agency Limited (FCA number 304302) and Axiom Underwriting Agency Limited (FCA number 441460), registered at the address provided, who may act as intermediaries for certain insurers.



**Steve Bashford**

**Chief Executive of Arch UK Regional Division**

**A division of Arch Insurance (UK) Limited**

You can check this information on the Financial Conduct Authority register by visiting the FCA's website

[www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768. Information relating to the Prudential Regulation Authority can be found at [www.bankofengland.co.uk/pru](http://www.bankofengland.co.uk/pru)



## **IMPORTANT**

This Policy is a legal contract between You and Us and designed to be as easy to understand as possible You must make a fair presentation of the risk to Us at inception renewal and variation of the Policy

Your proposal the Schedule Your Policy and any Endorsements shall be considered one legal document

It is important that You read all Your documents carefully and let Your insurance agent know immediately if the insurance does not meet Your requirements or if any information is inaccurate or incomplete If any changes are required this may result in changes to the terms and conditions of the Policy or a refusal to provide cover

### **Your obligations under the Policy**

The Policy imposes certain obligations upon You which if not complied with may invalidate this insurance or a claim

Some of these obligations are expressed to be Conditions General Conditions or Conditions Precedent These are extremely important If you are in breach of any of these obligations at the time of a loss We will have no obligation to indemnify You in relation to any claim for that loss However if a Condition General Condition or Condition Precedent is intended to reduce the risk of a loss of a particular kind at a particular location or at a particular time We will not rely on the breach of that Condition General Condition or Condition Precedent to exclude limit or discharge our liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

### **Steps to be taken if you cannot comply**

If You are unable to comply with any Condition Policy Condition or Condition Precedent You should contact Us as soon as reasonably possible through Your insurance agent We will decide whether We might be prepared to agree a variation in the Policy

All Conditions Policy Conditions or Conditions Precedent remain effective unless You receive written confirmation of a variation from Us through Your insurance agent

You should keep a written record (including copies of letters) of any information You give Us or Your insurance agent at inception renewal or making variation to this Policy

# Policy Definitions

Each time We use one of the words or phrases listed below it will have the same meaning wherever it appears in Your Policy unless We state otherwise A defined word or phrase will start with a capital letter each time it appears in the Policy except for headings and titles

## **We/Us/Our**

The Underwriters as set out in the section of the Policy headed The Contract of Insurance and the Underwriters

## **Insured/ You/ Your/ Policyholder**

The person or corporate body or organisation shown as the Policyholder in the Schedule and any other person or corporate body or organisation to whom the benefit has been legally assigned

## **Policy**

This Policy is made up of a number of documents. These documents are the

- (a) Policy
- (b) Statement of Fact and/or Schedule
- (c) endorsements
- (d) notice to policyholders

## **Agreed Value**

The value of the Goods fixed by the terms of this Policy

## **Basis of Valuation**

The method of establishing the Agreed Value of the Goods for the purpose of agreeing the basis upon which premium is calculated and claims adjustment

## **Condition Precedent**

Any term expressed Condition Precedent is extremely important

If You are in breach of any of these obligations at the time of a loss We will have no obligation to indemnify You in relation to any claim for that loss

However if a Condition Precedent is intended to reduce the risk of a loss of a particular kind at a particular location or at a particular time We will not rely on the breach of that Condition Precedent to exclude limit or discharge Our liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

## **Conveyance**

The method of transport for the Goods as stated in the Schedule

## **Damage**

Accidental loss destruction or damage

## **Event**

Any occurrence or series of occurrences directly or indirectly attributable to a single source or the same original repeated or continuing cause

## **Excess**

The first amount of each and every claim for which you shall be responsible as shown in the Schedule and where applicable as more particularly defined in the relevant sections of this Policy

You will repay any such amount paid by Us

**Goods**

The Property insured being types of goods stated in the Schedule that are new unused and of recent manufacture but does not include goods shipped on or above deck unless the goods are contained in fully enclosed metal containers or We state otherwise in the Schedule

**Insured Peril**

Those risks that are a direct cause of loss or damage to the Goods and for which insurance is provided

**Limit of Liability / Limit of Indemnity**

The limit specified in the Schedule

**Location**

Any one place or building or area in which Goods are consolidated excluding the Conveyance during the course of the Voyage or Transit

**Maximum Value**

The maximum amount of Agreed Value for the Goods on any one Conveyance or at any one Location at any one time

**Period of Insurance**

The period specified in the Schedule for which We accept Your premium

**Pollution or Contamination**

1. Pollution or Contamination of buildings or structures or Goods or of water or land or the atmosphere and
2. All loss Damage or Injury directly or indirectly caused by or arising from such Pollution or Contamination

**Premises**

The part of the premises at the address or addresses specified in the Schedule occupied by You or by any third party for the purpose of storage of Your Goods in connection with Your Business

**Property**

Material property

**Schedule**

The schedule for the time being in force showing the cover which applies

**Statement of Fact**

This is a record of the information that You provided to Your insurance agent upon which Your insurance quotation is based

**Sum Insured**

The sum insured specified in the Schedule

**Voyage or Transit**

The geographical movements of the Goods for which insurance is provided as stated in the Schedule beginning and ending in accordance with the definition of Transit and the appropriate Institute Clauses

# Policy Conditions

## Arbitration

Any dispute arising out of or relating to this insurance including over its construction application or validity will be referred to a single arbitrator in accordance with the Arbitration Act then in force

## Average

Where a Sum Insured is subject to average if at the time of the Damage the Sum Insured is less than the actual value of the property You will be considered as Your own insurer for the difference and bear a proportionate share of the loss

## Basis of Premium

The following premium methods apply when stated in the Schedule

### 1. Declaration

You are required to provide details of all actual shipments covering the specified period agreed with Us within 30 days of the expiry of such period

If You do not provide this information We may at Our option

- a. cancel the insurance from the date of the last shipment for which details have been received
- b. make an assessment of outstanding premium due based on the best information available to Us of the individual shipments You should have declared

Any premium due to Us based upon an assessment is to be paid by You within 14 days of giving the notice of assessment

You will not be prejudiced by an unintentional omission error incorrect valuation or description of the Goods Conveyance or Voyage upon declaration to Us of an individual shipment provided notice is given to Us within 14 days of discovery of any such omission error incorrect valuation or description of the Goods

### 2. Deposit Premium

You pay a sum fixed at the commencement of any Conveyance or Voyage based upon estimated shipments.

If the deposit premium is stated as being a minimum premium this represents the lowest sum acceptable to Us for the insurance provided

If the insurance is cancelled or concludes prior to the natural expiry We will be entitled to retain the minimum premium stated in the Schedule

You agree to provide a declaration of all actual shipments made within 30 days of the expiry of the Period of Insurance

If You do not provide a declaration We may at Our option make an assessment of outstanding premium due based on the best information available to Us of the shipments that have been made

Any premium due to Us based upon an assessment is to be paid by You within 14 days of giving the notice of assessment

### 3. Flat Premium

You pay a non-adjustable fixed amount based on the original declared Agreed Value or as may be agreed by Us

## Cancellation

#### 1. You may cancel Your Policy

- a. within 14 days of receiving Your Policy documents for the first Period of Insurance if for any reason You are dissatisfied or the Policy does not meet Your requirements
- b. if at any time You sell the Business or sell all of the property insured shown in the Schedule or You cease trading

If You cancel the Policy We will return part of the premium proportionate to the unexpired Period of Insurance provided that no claims have been paid or outstanding during the current Period of Insurance

#### 2. Other than when the General Condition Fraud applies We may cancel Your Policy

- a. By sending You 30 days written notice to Your last known address

- We will return part of the premium paid proportionate to the unexpired Period of Insurance provided that
- No claims have been paid or are outstanding or incidents reported that could give rise to a claim during the current Period of Insurance
  - We have not identified a breach of any Policy Condition

- b. Immediately if the premium has not been paid or there has been a default under an instalment or linked credit agreement

### **Certificates**

When We provide certificates and authorise their issue it is a Condition Precedent to Our liability to indemnify You in relation to any claim under this Marine Cargo Policy that You

1. will only issue certificates for shipments which are covered by this Policy
2. do not amend the conditions that are pre-printed on the certificate or exceed the shipment Limit stated in the Schedule
3. will ensure each certificate is properly countersigned by an authorised person
4. will provide Us with a copy of each completed certificate in accordance with the basis of premium and return to Us any spoilt copies
5. will never complete a certificate after known Damage without Our prior written approval
6. will keep safe the stock of certificate or electronic version and either return or destroy them immediately upon Our request

### **Change of Risk**

You must notify Us prior to or immediately if during the Period of Insurance there is any change in Your ownership of the Business or if there is any change

1. in or to the Business
2. due to the Business being wound up or carried on by a liquidator or receiver or permanently discontinued
3. due to its disposal or removal
4. in respect of which Your interest ceases except by operation of law
5. in respect of the risk of subsidence ground heave or landslip where any demolition construction ground works or excavation work is being carried out on any site adjoining the Premises
6. to the facts or matters set out in the Schedule or otherwise comprising the risk presentation made by You to Us at inception renewal or change of the Policy

which materially increases risk of loss or Damage as Insured by this Policy

Should You be in any doubt as to whether information should be presented to Us You must

- discuss it with Your agent or
- disclose it to Us

Upon being notified of any such change We may at Our absolute discretion

- i. continue to provide cover on the same terms
- ii. restrict the cover provided by the Policy
- iii. impose additional terms
- iv. alter the premium
- v. cancel the Policy

If You fail to notify Us of any such change We may at Our absolute discretion

- i. treat the appropriate Section and the Policy as if it had come to an end as at the date of the alteration of the risk returning a proportionate amount of the premium for the unexpired Period of Insurance if We would have cancelled the Policy had We known of the increase in risk
- ii. treat the Section and the Policy as if it had contained such terms other than relating to premium or other restrictions from the date of change in risk as We would have applied had We known of the increase in risk
- iii. reduce proportionately the amount paid or payable on any claim the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had We known of the increase in risk

### **Choice of Law and Jurisdiction**

In the absence of agreement to the contrary this Policy shall be governed by and construed in accordance with the laws of England and Wales Any dispute relating to limits terms conditions and exceptions or validity of this Policy shall be subject to the jurisdiction of the courts of England and Wales

### **Contribution**

1. If the insurance provided by these sections is also covered by another policy (or would but for the existence of these sections) We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these sections not been effected
2. Where any Damage or liability covered by the Policy is also covered by another policy (or would be but for the existence of this Policy) We will only pay a rateable share of the loss
3. If the other insurance is subject to a condition of average and this Policy is not this Policy will become subject to the same condition of average
4. If the Property covered by the other insurance is subject to a provision excluding proportional payment in whole or part the payment We make will be limited to the proportion of Damage as the Sum Insured bears to the value of the property

### **Contracts (Rights of Third Parties) Act 1999 Exclusion Clause (Cargo) JC - 2000/02**

The provisions of the contracts (Right of Third Parties) Act 1999 do not apply to this Policy or to any certificate of insurance issued hereunder

Neither this Policy nor any certificate issued hereunder confer any benefits on any third parties

No third party may enforce any term of this insurance or of any certificate issued hereunder

This clause shall not affect the Your rights as assignee or otherwise or the rights of any loss payee

### **Declaration of Sendings**

We are entitled at Our option to avoid this insurance if You do not fully declare all sendings that are due to be declared in connection with the Goods insured under this Policy

We are bound to accept all declarations up to but not exceeding the Limits stated the Schedule

### **Discharge of Liability**

We may at any time pay

1. The Limit of Liability or the Limit of Indemnity or
2. The Sum Insured or
3. A smaller amount for which a claim can be settled after deduction of any sum already paid We will not make any further payments except for costs and expenses incurred prior to the payment of the claim

### **Fair Presentation of the Risk**

We are keen to work in partnership with You and avoid any misunderstandings

1. You must make a fair presentation of the risk to Us at inception renewal and variation of the Policy

Should You be in any doubt as to whether information should be presented to Us You must

- discuss it with Your insurance agent or
- disclose it to Us

2. We may at Our absolute discretion avoid the Policy and refuse to pay any claims where any failure to make a fair presentation is
  - i. deliberate or reckless or
  - ii. of such other nature that if You had made a fair presentation We would not have issued the PolicyWe will return the premium paid by You unless the failure to make a fair presentation is deliberate or reckless
3. If We would have issued the Policy on different terms had You made a fair presentation We will not avoid the Policy except where the failure is deliberate or reckless but We may instead at Our absolute discretion

- i. reduce proportionately the amount paid or payable on any claim the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had You made a fair presentation and or
- ii. treat the Policy as if it had included such additional terms other than those requiring payment of the premium as We would have imposed had You made a fair presentation

For the purposes of this condition references to

- i. avoiding a Policy means treating the Policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before the inception of the Policy) the renewal date (where the failure occurs at renewal of the Policy) or the date of change (where the failure occurs when the Policy is changed)
- ii. refunds of premium should be treated as refunds of premium back to the inception date renewal date or date of change as the context requires
- iii. issuing a Policy should be treated as the references to issuing the Policy at inception renewing or change of the Policy as the context requires
- iv. premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition where there is more than one contract of insurance

### **Fraud**

If You or anyone acting on Your behalf to obtain a benefit under this Policy

1. makes any false or fraudulent claim
2. makes any exaggerated claim
3. supports a claim by false or fraudulent documents devices or statements whether or not the claim is itself genuine
4. makes a claim for loss or damage which You or anyone acting on Your behalf deliberately caused

We will

- a. refuse to pay the whole of the claim and
- b. recover from You any sums that We have already paid in respect of the claim

We will also notify You if We will be treating the Policy as having terminated with effect from the date of any acts set out in 1-4 above

In that event You will

- have no cover under the Policy from the date of the termination and
- not be entitled to any refund of premium

### **Institute Clauses**

The Institute Clauses referred to are those current at the inception of this insurance and should the Clauses be revised during the Period of Insurance and provided We give 30 days written notice thereof then the revised Institute Clauses shall apply to Goods first sent forward after the date of expiry of the notice

### **Language**

The contractual terms conditions exclusions and other information relating to this Policy will be in the English language

### **Own Vehicle Security**

We will not be liable for Damage caused by malicious persons and or theft or attempted theft whilst the Goods are on or contained in any Unattended Vehicle

1. unless at the time of being left loaded
  - a. all doors and openings are locked the ignition and any other security keys are removed
  - b. windows and other means of access adequately and properly secured
  - c. any audible alarm and or immobiliser is set in operation
  - d. whenever possible the Goods are kept in the boot or secure compartment of an Unattended Vehicle or where no boot or secure compartment exist the Goods must be covered over and hidden from view

and



2. during these periods
  - a. after the completion of the driver's working day until next collected by the driver
  - b. on non-working days

unless the Unattended Vehicle is

1. garaged in a fully enclosed and securely locked building
2. in a secure vehicle park which provides 24 hour human surveillance and perimeter gates and other entrances locked
3. in a public car park while under surveillance by the driver or other responsible person authorised by You

or when the Goods are removed from the Unattended Vehicle they are kept in a private dwelling house hotel room or building which is securely locked or occupied by You or Your authorised Employees

For the purposes of this Condition the following definition shall apply

#### **Unattended Vehicle**

Any Conveyance vehicle or trailer owned or operated by You where neither You or any person authorised by You are able to keep the Conveyance vehicle or trailer under observation and able to observe and reasonably prevent any attempt to interfere with it

#### **Pairs and Sets**

Where any Goods consists of items which form a pair or set We will not pay more than the value of any particular part or parts which may be lost or Damaged without reference to any special value which such part or parts may have as part of a pair or set nor more than a proportionate part of the Insured Value of the pair or set

#### **Premium Payment**

We will not make any payment under this Policy unless You have paid the premium

#### **Reasonable Care**

If in relation to any claim You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim

You must ensure that You

1. take all reasonable care to prevent or minimise any circumstances or to cease any activity which may cause Damage accident or Injury
2. maintain the business premises machinery equipment and furnishings in a good state of repair
3. exercise care in the selection and supervision of Employees
4. comply with all relevant statutory requirements manufacturers recommendations and other regulations relating to the use inspection and safety of property and the safety of persons
5. make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require

#### **Sanction Limitation and Exclusion**

We shall not be liable to pay any claim or provide any benefit under any insurance cover or extension to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### **Subjectivity**

If this Policy has been issued or renewed subject to the following requirements

1.
  - a. You providing Us with any additional information requested
  - b. You completing any actions agreed between You and Us
  - c. You allowing Us to complete any actions agreed between You and Us

by the required date(s)

2. You allowing Us access to the Premises Your contract sites and or the Business to carry out survey(s) within 60 days of the inception or renewal date, unless We agree otherwise in writing

3. You complying with all survey risk improvements to make alterations to the Premises or contract sites by the required date(s)

and You do not complete these requirements by the required date(s) then We may at Our absolute discretion

- a. modify the premium
- b. issue a mid-term amendment to the Policy or Section terms Conditions and Exceptions
- c. exercise our right to cancel the Policy
- d. leave the Policy or Section terms Conditions and Exceptions and the premium unaltered

We will contact You with Our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and or any decision by Us will take effect If the premium terms or conditions are amended by Us then You will have fourteen (14) days to accept or reject the revised basis of indemnity

If You elect to reject the revised basis of premium terms and conditions then You shall be entitled to a proportionate refund of premium for the unexpired period of cover provided that no claim has been made during the current Period of Insurance

If We exercise Our right to cancel the Policy then You shall be entitled to a proportionate refund of premium for the unexpired period of cover provided that no claim has been made during the current Period of Insurance

To the extent that this Condition conflicts with any other cancellation condition then this Condition shall prevail

Except in so far as they are expressly varied by this Condition all of the terms, conditions exclusions and limits of this Policy and of the Sections of the Policy shall continue to apply until We advise You otherwise

#### **Subrogation**

Anyone making a claim under this Policy must at Our request and expense do everything We reasonably require to enforce a right or remedy or obtain relief or indemnity from other parties to which We will become entitled or subrogated because of payment for or making good accident Damage or Injury

We may require You to carry out such actions before or after We make any admission of or payment of a claim

#### **Used or Second Hand Goods**

In the event of loss of or Damage to any part of the Goods in consequence of an Insured Peril the amount recoverable shall not exceed such proportion of the cost of replacement of the parts Damaged as the Agreed Value bears to the value of the new goods and if incurred any additional charges for forwarding and refitting the new part or parts but excluding Damage of scratching chipping bruising, denting marring or surfaces and the cost of repainting arising from wear and tear

# Your Cover

We will pay for physical loss or Damage to Goods during the ordinary course of Transit not otherwise excluded.

## Basis of Settlement

The Basis of Valuation upon which We will calculate the amount we will pay in respect of any claim will be

1. Imports exports or cross Voyages  
Cost insurance and freight plus 10% and where applicable increased value by payment of duty and or other similar charges if incurred
2. Inland Transit  
Invoice price
3. Stock  
Cost of replacement on the date of loss
4. Exhibitions and or inter-company movements and or other Goods not intended for sale  
New Goods - new replacement value plus all carriage  
Used Goods - current market value plus all carriage

Unless otherwise agreed by Us prior to known or reported Event and stated in the Schedule

## Limit of Liability

Our liability under this Section any one Event will not exceed the Maximum Value as stated in the Schedule

# Institute and Joint Cargo Committee Clauses

Unless We state otherwise in the Schedule the following Institute Clauses are deemed to form part of this Policy

The insurance provided by these clauses is subject to the Policy Conditions

## Institute Clauses

To view the Institute Clauses please click on the links below

[Institute Cargo Clauses \(A\) - 1.1.09 - CL.382](#)

[Institute Cargo Clauses \(B\) - 1.1.09 - CL.383](#)

[Institute Cargo Clauses \(C\) - 1.1.09 - CL.384](#)

[Institute Classification Clause - 1.1.01 - CL.354](#)

[Institute Cyber Attack Exclusion Clause - 10.11.03 - CL.380](#)

[Institute English Jurisdiction Clause - 1.11.91 - CL.358](#)

[Institute Frozen Chilled Meat Extension Clauses CL.429](#)

[Institute Frozen Food Clauses \(A\) CL.430](#)

[Institute Radioactive Contamination Chemical Biological Bio-Chemical and Electromagnetic Weapons Exclusion Clause - 10.11.03 - CL.370](#)

[Institute Replacement Clause - 1.12.08 - CL.372](#)

[Institute Strikes Clauses \(Air Cargo\) - 1.1.09 - CL.389](#)

[Institute Strikes Clauses \(Cargo\) - 1.1.09 - CL.386](#)

[Institute Timber Trade Federation Clauses CL.405](#)

[Institute War Clauses \(Air Cargo\) \(Excluding Sendings by Post\) - 1.1.09 - CL.388](#)

[Institute War Clauses \(Cargo\) - 1.1.09 - CL.385](#)

[Institute War Clauses \(Sendings by Post\) - 1.3.09 - CL.390](#)

## Joint Cargo Committee Clauses

### **Cargo ISM Endorsement JC98/019**

Applicable to shipments on board all cargo ships including oil tankers chemical tankers gas carriers and cargo high speed craft of 500gt or more to all passenger vessels transporting more than 12 passengers and to mobile offshore drilling units of 500gt or more

In no case shall this insurance cover loss, Damage or expense where the Goods are carried by a vessel that is not ISM Code certified or whose owners or operators do not hold an ISM Code Document of Compliance when at the time of loading of the Goods on board the vessel the insured were aware or in the ordinary course of business should have been aware:

- a. either that such vessel was not certified in accordance with the ISM Code
- b. or that a current Document of Compliance was not held by her owners or operators

as required under the SOLAS Convention 1974 as amended

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the Goods in good faith under a binding contract

### **Cargo ISM Forwarding Charges Clause (only applicable to JCC Cargo ISM Endorsement JC98/023)**

This insurance is extended to reimburse You up to the limit of the Sum Insured for the Voyage for any extra charges properly and reasonably incurred in unloading storing and forwarding the Goods to the destination to which it is insured hereunder following release of cargo from a vessel arrested or detained at or diverted to any other port or place (other than the intended port of destination) where the Voyage is terminated due either:-

- a. to such vessel not being certified in accordance with the ISM code or
- b. to a current Document of Compliance not being held by her owners or operators

as required under the SOLAS Convention 1974 as amended

This clause which does not apply to General Average or Salvage or Salvage Charges is subject to all other terms Conditions and Exclusions contained in the Section and to the **Cargo ISM Endorsement JC 98/019**

### **Termination of Transit Clause (Terrorism) 2009 (JC2009/56)**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. Notwithstanding any provision to the contrary contained in this Policy it is agreed that in so far as this Policy covers loss of or Damage to the Goods caused by any act of terrorism (being an act of any person acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government whether or not legally constituted or any person acting from a political ideological or religious motive) such cover is conditional upon the Goods insured being in the ordinary course of Transit and in any event shall terminate either:-
  - a. as per the Transit clauses contained within this Policy or
  - b. on completion of unloading from the carrying vehicle or other Conveyance in or at the final warehouse or place of storage at the destination named in the Schedule
  - c. on completion of unloading from the carrying vehicle or other Conveyance in or at any other warehouse or place of storage whether prior to or at the destination named in the Schedule which You or Your Employees elect to use either for storage other than in the ordinary course of Transit or for allocation or distribution or
  - d. when You or Your Employees elect to use any carrying vehicle or other Conveyance or any container for storage other than in the ordinary course of Transit or
  - e. in respect of marine Transits on the expiry of 60 days after completion of discharge overseas of the Goods insured from the overseas vessel at the final port of discharge
  - f. in respect of air Transits on expiry of 30 days after unloading the Goods insured from the aircraft at the final place of discharge

whichever shall occur first

2. If this Policy or the Clauses referred to herein specifically provide cover for inland or other further Transit following on from storage or termination as provided for above cover will re-attach and continues during the ordinary course of that Transit terminating again in accordance with 1. above

**Insurance Act 2015**

In respect of any

1. duty of disclosure
2. effect of any Condition
3. effects of Act of Fraud

the rights and obligations applying to You and Us shall be interpreted in accordance with the provisions of the Insurance Act 2015

**Other Insurances**

We will not pay for any Damage if at the time the Goods are or would but for this insurance be covered by any other insurance

If however the Agreed Value of the Goods covered by this Policy is greater than the value insured by such other insurance We will subject to the Conditions and other terms of this Policy pay the difference

# Policy Exceptions

This Policy does not cover

## General Exceptions

Unless stated otherwise in the Schedule We will not indemnify you for

1. Damage caused by
  - a. inherent vice latent defect gradual deterioration wear and tear frost faulty or defective design or materials
  - b. disappearance or unexplained or inventory shortage
  - c. electrical or mechanical derangement unless caused by an Insured Peril against
  - d. corrosion rust wet or dry shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
  - e. the deterioration of Goods whilst in Transit in frozen chilled or insulated condition due to variations in temperature unless directly consequent upon fire malicious persons theft or attempted theft and or accident to the Conveyance.
  - f. or with Your connivance or that of any partner director or Employee of Yours.
2. Damage due to
  - a. insufficient or faulty packing loading stowing wrongful addressing labelling or delivery
  - b. delay or loss of market or other subsequent or inevitable loss of any kind
3. Damage to livestock negotiable instruments bullion Money jewellery watches precious stones precious metals furs antiques works of art rare books tobacco cigarettes cigars household goods personal effects bulk oil coal caravans explosive goods yachts and watercraft

## Nuclear Risks

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

## Sonic Bangs

loss destruction or damage or any consequential loss occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

## Date Recognition

We will not cover You in respect of any loss destruction or Damage directly or indirectly caused or contributed to by or consisting of or arising from the failure of any

1. computer data processing equipment or media microchip integrated circuit or similar device or
2. other equipment or system for processing storing or retrieving data or
3. computer software

whether Your Property or not to

- a. recognise correctly any date as its true calendar date
- b. capture save retain or correctly manipulate interpret or process any data information command or instruction as a result of treating any date otherwise than as its true calendar date
- c. capture save retain or correctly process any data as a result of the operation of any programmed command which causes the loss or the inability to capture save retain or correctly to process such data on or after any date

This Exception does not apply to

1. claims for loss of or Damage to the Goods reasonably attributable to
  - a. fire or explosion
  - b. vessel or craft being stranded grounded sunk or capsized
  - c. overturning or derailment of land Conveyance

- d. collision or contact of vessel craft aircraft or Conveyance with any external object other than water
  - e. total loss of aircraft in flight
  - f. discharge of cargo at a port of distress
  - g. total loss of any package lost overboard or dropped whilst loading on to or unloading from vessel craft or aircraft
  - h. general average sacrifice
  - i. jettison or washing overboard
  - j. entry of sea lake or river water into vessel craft holds Conveyance lift van or place of storage
2. claims for general average and salvage charges adjusted or determined according to the contract of affreightment or the governing law and practice incurred to avoid or in connection with the avoidance of loss from any cause except those excluded elsewhere in this insurance

### **Excess**

We will not cover You for the Excess stated in the Schedule

### **Excluded Territories**

In no case shall this insurance cover any Transits to from within or between:

Afghanistan Angola Armenia Azerbaijan Democratic Republic of Congo East Timor Eritrea Georgia Iran, Iraq Ivory Coast Kazakhstan Kyrgyzstan Lebanon Liberia Moldova Myanmar Nigeria North Korea Russia Rwanda Sierra Leone Somalia South Sudan Sudan Syria Tajikistan Turkmenistan Uzbekistan Republic of Yemen Zimbabwe and any of the OFAC Sanctioned Countries such as but not limited to Iran Syria North Korea North Sudan Cuba, Crimea and/or Countries where legislation or sanctions prohibit the placing of insurance.

### **Insolvency of Ship Owners**

It is hereby agreed that the Institute Clauses exclusion "loss damage or expenses caused by insolvency or financial default of the owners managers charterers or operators ..." is amended to read as follows

"In no case shall this insurance cover loss Damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel or aircraft where the You are unable to show that prior to the loading of the Goods on board the vessel or aircraft all reasonable practicable and prudent measures were taken by You or Your servants and agents to establish the financial solvency of the party in default "



# Policy Extensions

All of the following Extensions shall apply subject to all other terms Conditions limits Exceptions of this Policy

Where no Limit or maximum liability is stated in the Extensions the Policy Limit of Liability applies

## Additional Discharge Expenses

Upon the occurrence of Damage to the Goods giving rise to a claim under this Section We will pay any additional expenses necessarily and reasonably incurred in discharging handling storing unloading or transporting sound and or Damaged Goods and to reload and forward the Goods to the destination by any means whatsoever

We will be credited with the recovery where such charges are recoverable either in general average or from third party carriers

## Brands

In circumstances where the Damaged Goods bear Your name or brand or trademark You can decide

1. that the Goods are unfit for marketing or other disposal in which case We will pay the Agreed Value upon destruction or
2. to return the Damaged Goods to the factory in which case We will pay all reasonable costs associated with returning the Goods to a saleable condition but limited to the Agreed Value or
3. to sell the Goods after removal of the name or brand or trademark in which case We will pay the Agreed Value plus reasonable costs less the proceeds of sale

## Buyer's Interest

We will pay for Damage to the Goods that would otherwise be recoverable under this Policy if the seller fails to arrange insurance in accordance with the contractual obligations or the terms of any insurance so arranged are more restrictive than the insurance and Agreed Value provided by this Policy

We will regard the insurance as attaching at the commencement of Transit but will only be responsible for settling claims provided there is Damage to the Goods and You

1. have suffered a pecuniary loss
2. have taken all reasonable steps to invoke the contract of sale and the obligations under it
3. have attempted to recover the loss from the seller or the seller's insurers
4. have not divulged the existence of this insurance to the seller or to the sellers insurers
5. subrogate to Us all rights and benefits against carriers and other third parties

## Concealed Damage

It is agreed that any Damage discovered on opening containers cases and or packages shall be deemed to have occurred during the Voyage and irrespective of attachment of Your interest will be paid for accordingly unless conclusive proof to the contrary be established

It is a Condition Precedent to Our liability to make any payment under this Extension that

1. any containers cases and or packages showing signs of Damage are to be opened immediately on the termination of the Voyage
2. the time between delivery of the Goods to the receiver and the notification of the Damage to Us does not exceed 60 days

## Delays Beyond Your Control

If the Goods are threatened to become uninsured by reason of a delay that terminates cover under the **Transit Clause** of the **Institute Cargo Clauses** such delay being beyond Your control We agree to provide insurance at a rate and on Conditions to be arranged provided notice is given to Us within 14 days on realisation of the delay

## Destruction by Governmental Authorities

We will pay for Damage to the Goods directly caused by Governmental authorities acting for the public welfare to prevent or mitigate a Pollution or Contamination hazard or threat provided a recoverable claim would have resulted under this Policy had the Goods been Damaged as a result of the occurrence giving rise to the Pollution or Contamination hazard or threat

**Duty**

Provided the value of duty has been added to the Agreed Value and declared to Us in the Event of Damage to the Goods that is recoverable under this Section We will pay any excise duty that You are unable to recover and for duty relating to general average salvage and salvage charges arising prior to the duty becoming payable

In calculating the claim for duty We will benefit from any rebate or refund of duty that may become allowable

**Exhibitions and Demonstrations**

If stated in the Schedule We will pay for Damage to the Goods happening in Transit to and from an Exhibition or Demonstration site and while at the site including during the period of packing and unpacking assembly and dismantling

In addition We will insure display materials and stands and fixtures and fittings and equipment but excluding High Tech Equipment unless specifically stated in the Schedule

It is a Condition Precedent to Our liability to make any payment under this Extension that the Goods are re-packed after the exhibition to the same standard as applied to the original Transit and such re-packing is to be supervised by a responsible official of Yours or Your appointed agent

The maximum We will pay for fees and expenses when the Goods suffers Damage in Transit to the Exhibition or Demonstration site is £25,000 provided that such Damage is recoverable under this Policy and as a consequence attendance at the Exhibition or Demonstration site is cancelled

We will not pay for Damage directly arising from

1. the use testing or demonstration of the Goods or
2. from theft or attempted theft or pilferage unless following violent and or forcible entry into or exit from the exhibition or demonstration building

For the purposes of this Extension the following definition shall apply

**High Tech Equipment**

1. Lap-top palm-top ipads tablets and similar portable computer equipment
2. Mobile telephones smartphones electronic organisers digital cameras and or other electronic devices which are designed for the recording, storage management processing use display playing transmission or communication of information and or data and or images and or sound
3. Satellite navigation equipment
4. Electronic games consoles
5. Televisions

**Fumigation Expenses**

We will pay for fumigation expenses incurred by You to minimise or avoid Damage recoverable under this Policy

We will also pay for Damage arising from fumigation provided that such fumigation is not customary

**General Average and Salvage**

General Average and Salvage charges shall be payable under this Policy in full without reference to Goods and contributory values

**Letter of Credit**

It is agreed that Certificates and or Schedule may be issued hereunder to enable You to comply with the insurance requirements of any Letter of Credit and or sales contract concerned

Such agreement being conditional on the payment of any additional premium which may be required in the event that the insurance required is wider than that provided by the Policy

**Loading and Unloading Clause**

We will extend cover to include the period during loading and unloading of the Goods onto or from the Conveyance.

**Non-Delivery Losses**

Provided You have taken all reasonable steps to locate the Goods if a claim for the non-delivery of the Goods happens We agree to make settlement as if the Goods had been lost if the Goods have not been located after the expiration of 60 days counting the date of arrival of the overseas vessel at the port of discharge or 30 days counting from the date of arrival of the aircraft at the airport of discharge or 60 days counting from the date that the Goods should have arrived at final destination via land Conveyance as applicable

**Packing**

If a claim is made for Damage which is alleged to be contributed to by insufficiency or unsuitability of packing or preparation of the Goods We agree that We will not use such alleged insufficiency or unsuitability as a defence against the claim in any case where the packing or preparation was carried out by a party other than You and the insufficiency or unsuitability arose entirely without Your knowledge

For the purpose of this Extension packing includes stowage in a container and or other similar intermodal methods of unit load

You agree to assist Us in all respects to pursue the rights of recovery against sellers and or other responsible third parties

We agree not to interfere with rights of subrogation against packers and or their insurers

**Packing Costs**

We will pay the reasonable costs of re-packing re-bailing re-bagging re-cartoning and or re-palletising where the Goods or packing has sustained Damage by an Insured Peril and where such re-packing is considered necessary to safeguard the Goods during any further Voyage covered by this Policy

**Packers Premises**

We will insure the Goods for a period of up to 30 days whilst at the premises of packers and consolidators for the purposes of packing or consolidation

We agree that such packing will not interrupt the ordinary course of Transit provided the Goods are suitably packed for Transit to the place of packing in accordance with Institute Cargo Clauses

We will not be liable for any Damage to the Goods arising from the process of packing

**Postal Sendings**

For postal sendings the insurance commences from the time of leaving the office of the sender or senders until safely delivered to the person or parties to whom they are addressed at their final destination

**Presentation Packing**

We will pay the reasonable costs of repair or the reasonable costs of replacement of any presentation packing of the Goods if Damage happens during the Voyage provided that the presentation packing is itself protected to withstand the normal rigours of the Voyage

**Removal of Debris**

We agree to pay the costs and expenses reasonably incurred in connection with

1. removal of debris and or destruction of Damaged Goods
2. dismantling and or demolishing the Damaged Goods
3. shoring up and or propping
4. the transfer of the Goods from one Conveyance to another

following an accident to the original Conveyance where there has been Damage to the Goods or there would have been but for the action taken Damage to the Goods which is recoverable under this Section

But excluding

- a. any expense incurred in consequence of or to prevent or mitigate Pollution or Contamination or any threat or liability thereof

- b. the cost of removal of the Goods from any vessel or craft
- c. costs incurred in respect of obligations under pollution statutes or the actions of Governmental or other executive body

The maximum We will pay is £10,000 or 20 % of the Goods Item stated in the Schedule whichever is the greater any one loss

#### **Replacement by Air**

The Institute Replacement Clause is extended to cover the costs of air freighting replacement or Damaged Goods to or from suppliers customers or repairers even though the Goods were not originally dispatched by air freight

#### **Returned Goods**

If the Goods are insured for their outward Voyage and are unexpectedly returned to You We will consider insurance to be continuous provided that

- 1. such return commences within 30 days from the time of delivery
- 2. the Goods remain unused and not subject to any process
- 3. the insurable interest has remained with or reverts to You

The insurance provided will be in accordance with this Section but excludes rust oxidation and or discolouration or electrical and mechanical derangement unless caused by an Insured Peril covered by this Section during the Voyage

#### **Ropes and Sheets**

We will pay for Damage to tarpaulins sheets trailer curtains ropes chains webbing straps and packing materials belonging to You whilst on any vehicle owned or operated by you in connection with Your Business

But excluding

- 1. wear and tear and or gradual deterioration
- 2. The first £50 of each and every loss

#### **Second-Hand Machinery**

When insured for new replacement cost at the time of shipment Our conditions and rates for new machinery will apply but subject to the Obsolete Parts below and an exclusion of wear and tear and or gradual deterioration

##### **Obsolete Parts**

When a claim happens under this Policy and necessitates the manufacture of any new parts or accessories Our liability in respect of such part or accessories shall be limited to the manufacturers latest available list price of identical parts or accessories of the year of manufacture of the machine plus a reasonable uplift to cover inflation between the date of issue of the latest available list price and the date of shipment

When insured for second-hand value at the time of shipment Our conditions and rates for new machinery will apply but subject to Second-Hand Replacement below

##### **Second-Hand Replacement**

When Damage occurs to any part or parts of an insured machine caused by an Insured Peril covered by this Policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting if incurred but excluding Duty unless the full Duty is included in the amount insured in which case loss if any sustained by payment of the additional Duty shall also be recoverable

Provided always that Our liability will not exceed the insured value of the complete machine

When a claim happens under this replacement Extension We will only pay such proportion of the claim as the insured value bears to the cost of the machine when new

#### **Segregation**

We will pay for necessary and reasonable costs incurred by You to sort and segregate and or test Damaged and undamaged Goods following a loss recoverable under this Policy and include the cost of transporting the Goods to or from the test facility and the cost of repacking and shipment to destination after completion

The maximum We will pay is £10,000 for any one loss

### **Shortage From Containers**

In respect of shipments in full containers provided documentary evidence is produced to substantiate the quantity loaded into the container the fact that the containers seal is intact at the unloading point shall not invalidate claims for theft or attempted theft or pilferage or shortage and non-delivery

### **Sellers Interest Clause**

We agree to cover Your interest as the seller of the Goods when the terms of sale do not place responsibility upon You for insurance up to arrival at the intended port of discharge

This clause will apply if

1. title reverts to You by reason of the buyer failing to accept or being prevented from accepting the Goods take up the documents of title or pay for the Goods as contracted and invoiced or
2. You exercise a lien on the Goods interrupt the Transit or suspend the contract of sale in order to safeguard Your interest

This clause will remain operative until

1. the Goods are accepted by the buyer or
2. the Goods are sold to an alternative buyer or
3. the Goods are returned to You or
4. termination in accordance with Institute Cargo Clauses unless We receive an advice of a contingency likely to cause this clause to become operative in which case insurance will continue for up to 90 days from the date of arrival of the overseas vessel or aircraft at the port of discharge

whichever is the first to occur

Provided that You

1. notify Us immediately of any circumstance that may give rise to the operation of this clause
2. take all reasonable steps to protect the Goods to enforce the contract of sale to expedite an alternative sale or to arrange the return of the Goods
3. do not disclose the existence of this insurance to any buyer or interested party
4. pay an initial premium as stated on the Schedule and upon the mentioned contingencies pay an appropriate additional premium to be agreed
5. subrogate to Us all rights and benefits of any action that You may possess or acquire against the buyer or the buyers insurers carriers and other third parties

### **Tools and Samples**

If a limit is stated in the Schedule We will pay You in the Event of loss or Damage to Your tools of trade representatives or sales samples used in Your Business while in a Conveyance owned and operated by You and whilst such a vehicle is in use for the purpose of Your Business

But excluding loss Damage or expense

1. arising out of use wear and tear and natural deterioration
2. rust oxidation and discolouration
3. caused by trial test or operation or any process involving their use
4. caused by theft of laptops and or mobile phones and or mobile communications equipment

This cover is subject to all other terms and Conditions of the Policy including the Own Vehicles Security Condition

The Basis of Valuation shall be current market value

### **Trademark Cartons**

We will pay You for Damage to trademarked cartons by an Insured Peril covered by this Policy but claims payable will be limited to an amount sufficient to pay the cost of new cartons including forwarding charges of the new cartons and charges of re-packing

The maximum We will pay is limited to the Agreed Value of the Goods

## Claims Conditions

The following Claims Conditions apply to this Policy and should be read in conjunction with the Policy Conditions

### Claims – Amount Payable

The amount payable in the Event of Damage to Goods will be as follows

#### 1. Total Loss

We will pay the Agreed Value of the Goods if

- a. they are totally lost or destroyed
  - b. the cost of recovering and or repairing Goods exceeds the Agreed Value
- in the event of constructive total loss caused by loss of use
- c. You are deprived of the free use and disposal of the Goods for a period of 12 consecutive months commencing during the Period of Insurance or such earlier period as We agree except in cases of malicious persons and or theft or attempted theft when the period will be as per Non-delivery losses

#### 2. Partial Loss

If partial Damage happens We will pay

- a. where part of the Goods are totally lost such proportion of the Agreed Value stated in the Schedule as the sound value of that part lost bears to the sound value of the whole
- b. at Our option either
  - i. where the whole or any part of the Goods has been delivered Damaged at their destination such proportion of the Agreed Value as the difference between the gross sound and Damaged values at the place of arrival bears to the gross sound value or
  - ii. the reasonable cost of recovering the Goods and the reasonable cost of effecting repair

### Claims Procedure

You and Your agents will take such measures as may be reasonable for the purposes of averting or minimising Damage and to ensure that all rights against the carriers bailees and other third parties are properly preserved and exercised

In particular You and Your agents are required

1. to claim on the carriers or port authorities or other bailees for any missing packages as soon as is reasonably practicable
2. not to give clean receipts where the Goods are in doubtful condition except under written protest
3. when delivery is made by container to ensure that the container and its seals are examined as soon as is reasonably practicable by a responsible official of Yours. If the container is delivered Damaged or with seals broken or missing or with seals other than as stated in the shipping document You or Your agents will endorse the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification
4. to as soon as is reasonably practicable request a survey be completed by the carrier or other bailees representatives if any Damage is apparent and claim against the carriers or other bailees for any actual Damage found at such survey
5. to give notice in writing to the carriers or other bailees within 3 days of delivery if the Damage is not apparent at the time of taking delivery

#### Note:

You and Your agents are recommended to make yourselves familiar with the Regulations of the Port Authority at the Port of Discharge and the conditions of trade used by the carriers and other relevant bailees

### Documentation of Claims

You or Your agents must submit all available supporting documentation without delay to Us or to Your insurance advisors including when applicable

1. the original certificate of insurance if issued
2. the original or copy shipping invoices together with shipping specifications and or weight notes
3. the original Bill of lading and or other contract of carriage

4. a survey report or other documentary evidence to show the extent of Damage
5. a landing account and weight notes to final destination
6. all correspondence exchanged with the carriers and other parties regarding their liability for the Damage
7. all receipts issued during Transit particularly those evidencing shortage or Damage

#### **Legal Proceedings**

1. We will have the right at Our expense to commence or take over and conduct
  - a. the defence of any claim arising out of an Event which might give rise to a claim under this Policy
  - b. any claim brought in Your name to recover sums which are or which might be payable under this Policy
  - c. Your representation at any inquest enquiry or similar proceeding which might give rise to a claim under this Policy
2. You will give Us such assistance as We may reasonably request for the purposes of exercising Our rights under this Policy
3. You must pass on to Us all communications from third parties relating to any matter which might give rise to a claim under this Policy immediately and unanswered
4. You must not without Our prior written consent
  - a. admit liability
  - b. agree to accept an offer of settlement from a third party which might give rise to a claim under this Policy

#### **Notice**

The relevant Insured must -

1. notify Us as soon as reasonably practicable of any Event which might give rise to a claim under this Policy
2. hold liable any responsible carrier bailee or other third party in accordance with their particular terms of trade
3. provide Us with a written report of the Event as soon as possible
4. notify the Police as soon as reasonably practicable of any malicious damage theft or attempted theft or other crime involving the Goods

#### **Repair**

We will have the right to decide whether the Damaged Goods are to be repaired





#### **Arch UK Regional Division**

Arch Insurance (UK) Limited, 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ – (FCA Register No 229887) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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