

Marine Cargo Policy

Important Information

Please read and keep safe

Marine Cargo

The Contract of Insurance

This policy, The Schedule, the enclosed Institute Clauses, any application form, statement of fact and the information You provided to Us (including any declaration made by You) when applying for this insurance together with any additional information supplied subsequently form the basis on which this contract has been arranged.

The policy is not valid unless The Schedule is attached to the policy and has been countersigned by an authorised official of the Company and bears the Company's stamp.

Important

This policy is a legal contract. You must tell Us about any facts or changes which affect Your insurance and which have occurred either since the policy started or since the last renewal date. If You are not sure whether certain facts are relevant, please ask Your insurance adviser or contact Aviva Insurance Ireland DAC at 1800 666 555. If You do not tell Us about relevant changes, Your policy may not be valid or the policy may not cover You fully or may be cancelled.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.



Aviva Insurance Ireland DAC

Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland.

A private company limited by shares.

Registered in Ireland No. 605769.

Registered Office: Cherrywood Business Park, Dublin, Ireland, D18 W2P5.

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Introduction

Welcome to Aviva. We are committed to providing a first-class service.

This is Your insurance policy which sets out your insurance protection in detail. Your premium has been calculated on the basis of the extent of cover You have selected which is specified in the schedule, the information you have provided and the declaration you have made.

Please read the policy and the schedule carefully to ensure that the cover meets Your requirements. Please contact your insurance adviser if You have any questions or if you wish to make adjustments.

The Third EU Non-life Directive requires us to provide You with the following information:

Contents

This policy consists of individual sections. You should read this policy in conjunction with the schedule which confirms the sections you are insured under and gives precise details of the extent of your insurance protection.

Law Applicable

Under the relevant European and Irish law We (Aviva Insurance Ireland DAC) and You (the proposer) are free to choose the law which will apply to the contract. We propose that Irish law will apply to the contract.

Complaints procedure

We aim to give excellent service to all Our customers; however, We recognise that things may occasionally go wrong. We will do Our best to deal with Your complaint as effectively and quickly as possible. If You arranged Your policy cover through an intermediary or broker then You should initially direct Your complaint to them. If the complaint is not resolved to Your satisfaction You can contact Aviva Insurance Ireland DAC at 1800 666 555.

You can also write to the Aviva Ireland Complaints Team - Aviva Insurance Ireland DAC, Cherrywood Business Park, Dublin, Ireland, D18 W2P5 or You can contact:

- Insurance Ireland at Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, DO1 E7E8.
Phone: 01 676 1914
Fax: 01 676 1943
E-mail: iis@insuranceireland.eu
website: www.insuranceireland.eu
- Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, DO2 VH29.
Phone: (01) 567 7000
E-mail: info@fspoi.ie
website: www.fspoi.ie

You will not lose Your right to take legal action if You contact any of the above.

Risks located in the UK

Where applicable, where insurance cover is provided under this Policy in respect of risks established or located in the United Kingdom [notified to and accepted by the Company], the insurance cover in respect of those risks will be provided through the Company's branch in the United Kingdom.

Insurance Act 1936

All monies which become or may become due under this Policy shall in accordance with Section 93 be payable and paid in the Republic of Ireland.

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Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

Mid-term alterations

If You make an alteration to Your Policy and this results in a change of premium, We will not charge or refund any amount under €20.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Subjectivity Condition

The policy, The Schedule, the enclosed Institute Clauses, any application form, statement of fact, the information You provided to Us (including any declaration made by You) and any clauses endorsed on the policy should be read together and form the contract of insurance between You and Us.

We will clearly state if the cover provided by the policy is subject to You:

- (a) providing Us with any additional information requested by the required date(s)
- (b) completing any actions agreed between You and Us by the required date(s)
- (c) allowing Us to complete any actions agreed between You and Us.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at our option:

- (a) modify Your premium
- (b) issue a mid-term amendment to Your policy terms and conditions
- (c) require You to make alterations to the risk insured by the required date(s)
- (d) exercise Our right to cancel Your policy
- (e) leave the policy terms and conditions, and Your 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.

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved:

- (a) You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover
- (b) We may, at our option, exercise Our right under the policy cancellation condition.

Except where stated all other policy terms and conditions will continue to apply.

The above conditions do not affect Our right to void the policy if We discover information material to Our acceptance of the risk. Please refer to the Important Note within the Contract of Insurance page of Your policy booklet.

Warranty

A warranty must be strictly complied with and failure to do so may result in Our liability being discharged as from the date of the breach of warranty for loss, damage or expense whether or not this resulted from the breach of warranty.

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Section One – 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 when used in headings and titles.

Each Section of the policy contains definitions which apply to that particular section and they must be read in conjunction with the following policy definitions.

Certificate of Insurance

The document produced by Us (or on Our behalf) as evidence of insurance.

The Schedule

The document which specifies details of The Policyholder, subject matter insured and any excesses, endorsements and conditions applying to the policy.

We/Us/Our/Aviva

Aviva Insurance Ireland DAC.

You/Your/The Policyholder

The persons, companies, partnerships or unincorporated associations named in The Schedule as The Policyholder.

Premises

Shall mean that portion(s) of a building of substantial construction used by the Insured for the storage of the subject matter but shall not include any yard, compound, garden or open space.

Substantial Construction

Shall mean built only of brick and/or stone and/or concrete and/or steel frame and steel construction &/or plastic coated metal profile sheet on steel frame above brick with a slate and/or tiled and/or metal and/or asbestos and/or concrete roof.

Vehicle

Any one road vehicle and shall include trailer or trailers or container or containers combined.

Container

Any container, tank-tainer, demountable body, flat or similar unit (including ancillary equipment whilst attaching to such unit).

Unattended

Where neither You nor any person(s) authorised by You have the subject matter insured (or any Vehicle on which it is loaded) under constant observation and at the same time have a reasonable prospect of preventing any unauthorised interference with the subject matter insured and/or Vehicle.

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Section Two – General Conditions

The following conditions apply to Your policy.

(1) Cancellation

This insurance may be cancelled at any time in writing by either You or Us giving

- (a) 7 days notice in respect of risks covered by the Institute War Clauses.
- (b) 7 days (or 48 hours in respect of shipments to or from the United States of America) notice in respect of risks covered by the Institute Strikes Clauses.
- (c) 30 days notice in respect of all other risks.

Notice shall commence at midnight on the day when it was issued but cancellation shall not apply to any risks which have attached in accordance with the terms of this policy before the cancellation becomes effective.

(2) Certificates

If We provide You with and/or authorise You to issue certificates it is a condition that You

- (a) only use certificates for shipments which are covered by this policy.
- (b) do not amend the printed policy conditions or exceed the shipment limit specified in The Schedule without Our prior written approval
- (c) ensure each certificate is properly countersigned by one of Your authorised representatives.
- (d) provide Us with a copy of each completed certificate in accordance with the declaration procedure specified and return any spoilt certificates to Us.
- (e) never complete a certificate after known loss or damage without Our prior written approval.
- (f) keep the stock of certificates in a safe place and return them to Us immediately upon Our request.

These conditions also apply where We have authorised You to prepare certificates using Our validity labels.

(3) Declaration

It is a condition of this contract that You declare every consignment without exception to Us as soon as possible in accordance with the basis of valuation and the declaration procedure specified in The Schedule. We will accept up to, but not exceeding, the sum specified in The Schedule in respect of any one vessel, aircraft or conveyance. Where the policy is subject to periodic declaration, You should carefully record details of the shipments in the manner agreed and submit each declaration to Us as soon as possible after the end of each declaration period to enable Us to calculate any additional premium due.

We may, at any reasonable time, inspect Your records to check compliance with the procedures set out above.

(4) Errors and Omissions

You will not lose your right to indemnity due to unintentional error or omission in declaring consignments under this policy to Us, provided that You advise Us of such errors or omissions as soon as You are aware of them.

(5) Marine Insurance Act (1906)

All provisions of the above Act shall apply to this Policy except where they conflict with any express term(s) of the Policy.

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(6) Non Contribution

We will not pay for any loss, damage or expense to the subject matter insured which, If this insurance did not exist, is or would be covered at the time of such loss, damage or expense under any other insurance. In such circumstances We shall only pay for any excess beyond the amount that would have been payable under the other Insurance if this insurance had not been effected.

(7) (a) Own Vehicle Conditions

The following conditions shall apply to any Vehicle owned by You or under Your control containing the subject matter insured:

(1) It is a condition of this policy that:

- (i) the Vehicle is maintained in an efficient and roadworthy condition
- (ii) all ropes, sheets, tarpaulins and the like are maintained in an efficient condition
- (iii) all protective appliances and locking devices are installed in accordance with the manufacturers' recommendations, in operation, properly and suitably maintained and neither withdrawn nor varied without Our consent.

(2a) When a Vehicle is left loaded and Unattended during the ordinary course of transit the following conditions shall also apply

- (i) the ignition key shall be removed from the Vehicle
- (ii) all doors, windows and other openings shall be securely closed and properly fastened
- (iii) all protective appliances, alarms, immobilisers and locking devices shall be put into effect in accordance with the manufacturers' instructions
- (iv) if the Vehicle is fitted with a boot or similar compartment the subject matter insured must be kept there
- (v) if the Vehicle is an estate or a hatchback Vehicle the subject matter insured must be kept under the load cover or parcel shelf or otherwise covered over and hidden from view.

(2b) We will not pay for any loss of or damage to the subject matter insured caused by theft if the Vehicle is loaded and Unattended during the ordinary course of transit at the end of any normal working day or on any non-working days unless the Vehicle is

- (i) kept in a fully enclosed, securely locked building of Substantial Construction
or
- (ii) in a permanently attended Vehicle security park or compound secured by locked gates
or
- (iii) in a public car park with an authorised attendant on duty at all times

(b) Own Vehicle Overnight Co-Insurance Conditions

If You are unable to comply with part (2b) of the Own Vehicle Conditions then We may elect:

- (i) to treat You as your own insurer for 20% of the total sum insured in respect of the subject matter insured,
or
- (ii) that You shall bear the first €600 of each and every claim,

whichever is the greater.

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Section Three – Additional Cover

This Section has been specially designed to protect Your business interests and Your brand and extends the policy cover beyond the protection provided by the Institute and Joint Cargo Committee Clauses, subject to the terms and conditions of the policy.

All of the following covers apply to Your policy

Additional Discharge Expenses

If the subject matter insured is damaged by a loss recoverable under this policy We will pay the additional costs which You necessarily and reasonably incur

- (1) to unload, discharge, handle and store the damaged and/or sound subject matter insured
- (2) to re-load, transport and forward the damaged and/or sound subject matter insured to their original intended destination

by any means whatsoever.

Airfreight Replacement

If the subject matter insured are irretrievably lost or damaged by a loss recoverable under this policy and irrespective of whether the subject matter insured were originally sent by air, We will pay for the reasonable costs of airfreighting

- (1) the damaged subject matter insured to the repairer for repair and return
or
- (2) replacement subject matter insured or parts from the supplier

The maximum amount We will pay is €60,000 for any one incident.

Brand and/or Trademark Protection

Notwithstanding anything to the contrary if any subject matter insured bearing Your name and/or brand and/or trademark is damaged by a loss recoverable under this policy and in Your opinion is unfit for marketing You may, following agreement with Us, either

- (1) destroy the damaged subject matter insured; in which case We will pay a partial or total loss, as applicable;
or
- (2) return the damaged subject matter insured to Your factory for re-conditioning and/or re-manufacture and/or re-processing; in which case We will pay all reasonable costs associated with the return transit and the cost of returning the damaged subject matter insured to a marketable condition;
or
- (3) sell the damaged subject matter insured after removing Your name and/or brand and/or trademark; in which case We will pay the sum insured plus the cost of removing any identifying marks less the sale proceeds.

The maximum amount We will pay under this clause shall not exceed the sum insured of the subject matter which is damaged, notwithstanding anything to the contrary.

Concealed Damages

Any loss of or damage to the subject matter insured which is discovered only when the cartons, cases and/or packages are opened shall be deemed to have occurred during transit, irrespective of when Your interest attached, and shall be paid for accordingly unless there is proof to the contrary.

It is a condition of this policy that any carton, case and/or package which show signs of damage is opened immediately upon delivery.

This clause shall only apply when the loss is discovered within 60 days of the delivery of the subject matter insured providing such delivery is affected and in accordance with Duration – 8. Transit Clause of the Institute Cargo Clauses.

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Debris Removal

We will pay costs and expenses reasonably incurred by You to remove and/or dispose of and/or destroy the debris of the damaged subject matter insured following a loss recoverable under this policy.

The amount payable under this clause shall be in addition to the indemnity provided elsewhere in this insurance but shall be limited to 20% of the insured value of the subject matter insured which is lost or damaged.

We will not pay for

- (a) any expense or liability incurred in consequence of or to prevent or mitigate pollution or contamination, or any threat or liability thereof.
- (b) costs incurred in respect of obligations under pollution statutes or the actions of Governmental or other executive bodies.

Duty

In the event of loss of or damage to the subject matter insured by a loss recoverable under this policy We will indemnify You for any excise duty which You pay and are unable to recover despite such loss or damage.

We will also indemnify You for duty relating to general average, salvage and/or salvage charges provided that it has become payable.

When We pay a claim for duty under this clause any rebate or refund of duty shall be credited in full to Us.

We will not pay any claim for duty unless the value of such duty has been declared to Us.

The onus of proving that the exact requirements of this Clause have been complied with shall rest with You.

Fumigation

We will pay for fumigation expenses incurred by You to minimise or avoid a loss recoverable under this policy.

We will pay for loss of or damage to the subject matter insured caused by fumigation, provided that such fumigation is not customary and is beyond Your control.

General Average

We will pay general average and salvage charges in full without reference to insured and contributory values.

Insurance Premium Tax / Overseas Tax

We will calculate Your insurance premium (or similar) tax liability at the applicable rate on all taxable insurance premium(s) and You agree to pay to Us all amounts due. Late notification by Us of any tax due as a result of de minimums rules being exceeded or any other reason will not reduce or negate Your liability to pay the tax.

Labels

In the event of loss or damage recoverable under this policy which affects only the labels, wrappers and/or capsules of the subject matter insured We will pay only for the cost of new labels, wrappers and/or capsules and the cost of re-labelling.

The maximum amount We will pay under this cover will not exceed the sum insured of the subject matter which is being relabelled/re-wrapped and/or re-encapsulated.

Non-Delivery

In the event of a claim for non-delivery and if the goods remain unlocated, provided You have taken all reasonable and practicable steps to locate the subject matter insured, We will pay Your claim in full after 60 days counting from the date;

- (1) the overseas vessel arrived at the port of discharge.
- (2) the aircraft arrived at the airport of discharge.
- (3) the subject matter insured should have arrived at the final destination if carried by road vehicle.

Any payment under this cover shall not be deemed to be an acceptance of abandonment by Us.

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Pairs and Sets

If the subject matter insured consists of articles which form a pair or set We will pay only for the proportionate sum insured of the article lost or damaged, without reference to any special value the damaged article may have as part of a pair or set.

Packers' Premises

We will pay for loss of or damage to the subject matter insured by a loss recoverable under this insurance while at packers' premises for a period not exceeding 30 days. We will hold You covered for periods in excess of 30 days at a rate to be arranged provided You give Us prompt notice.

This extension shall not apply to consolidation services performed by a freight forwarder, carrier or other logistics service provider unless such services also include the professional packing and preparation of the subject matter insured for transit.

If the subject matter insured is not suitably and sufficiently packed and prepared for the transit to the packer's premises, cover will be limited to Institute Cargo Clauses (C)CL.384 01/01/2009 including the risks of non-delivery of the entire consignment, theft and pilferage.

We will not pay for any loss of or damage to the subject matter insured caused by the packing process.

Pollution Hazard

We will pay for loss or damage to the subject matter insured caused by Governmental authorities acting in the public interest to prevent or mitigate a pollution hazard following a loss recoverable under this policy to the subject matter insured.

Returned Goods

If the subject matter insured covered by this policy, is returned for any reason by the receiver, cover will be continuous provided that the subject matter insured is returned within 30 days, the goods have not been used or subjected to any process and the insurable interest has remained with or reverted to the original sender.

It is a condition of this cover that the value of the subject matter insured is declared to Us and the appropriate premium, to be agreed, paid.

Returned Goods (Sale or Return, Warranty replacement, Repair or refurbishment)

If the subject matter insured covered by this policy is returned for warranty replacement, repair and/or refurbishment by the receiver, or is sold on a sale or return basis and is returned by the receiver, cover will be continuous provided that the subject matter insured is returned within 30 days, and the insurable interest has remained with or reverted to the original sender. It is a condition of this cover that the value of the subject matter insured is declared to Us and the appropriate premium to be agreed, paid.

Claims under this clause are subject to a Maximum Limit of 10% of the Total Sum Insured any one Loss and subject to a Deductible of €600 any one Loss.

Seals Intact

Claims in respect of theft, shortage or non-delivery of a whole package or item shipped in a container or full vehicle load shall not be invalidated solely because the seals appear intact provided You supply Us with

- (1) documentary evidence that the package or item was loaded into the container
and
- (2) a copy of the discharge tally sheet or claused delivery notes to substantiate the loss.

Segregation

If, following a loss recoverable under this policy, it is necessary for You, in order to avert or minimise further loss or damage, to sort or segregate damaged from undamaged subject matter insured, then We will pay for the necessary, extraordinary and reasonable costs incurred in so doing.

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Sheets, Ropes and the like

We will pay for loss or damage to sheets, ropes, dunnage, securing chains and toggles owned by You whilst in transit and caused by a loss recoverable under this policy.

The maximum amount We will pay under this cover shall be in addition to the indemnity provided elsewhere in this insurance but shall be unlimited in respect of each claim.

Re-packing Costs

We will pay for the reasonable cost of re-packing, re-cartoning, re-baling, re-bagging and/or re-palletising the subject matter insured following loss of or damage to goods following an insured peril provided that these are reasonable and necessary to prevent further loss of or damage to the subject matter insured under this policy.

Transit Clause Extension

The Duration - Transit Clause 8.8.1 of the Institute Cargo Clauses (A) CL382 01/01/2009 is extended so that this insurance attaches from the time the subject matter insured is first moved in the warehouse or at place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit or for the purpose of temporary storage on the carrying vehicle or other conveyance for a period not exceeding 96 consecutive hours when within Your custody and control and continues in accordance with the Clause throughout the ordinary course of transit and until unloaded at the place where this insurance terminates.

When the subject matter insured is stored on a Vehicle under Your custody and control the terms and conditions of the Own Vehicle Conditions must be fully complied with.

Voyage Extension

Provided You give us prompt notice We will hold You covered, at a premium and conditions to be agreed, if the ordinary course of transit of the subject matter insured

- (i) takes more than 60 days from the time it is discharged over side the overseas vessel at the final port of discharge
or
- (ii) takes more than 30 days from the time it is unloaded from the aircraft at the final place of discharge.

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Section Four – Extensions to cover

The following covers only apply if specified on The Schedule

Engineers &/or Sales Representatives Tools &/or Samples / Equipment

The Policy is extended to cover tools, demonstration, samples, test and service equipment belonging to You, or for which You are responsible. The cover is subject to the Own Vehicle Conditions contained within this Policy.

We will not pay for:

- (1) loss of or damage caused by trial test or operation or any process involving their use
- (2) theft unless following violent and forcible entry into locked store or building of Substantial Construction or motor vehicle
- (3) ordinary wear and tear or gradual deterioration
- (4) theft of laptops &/or mobile phones &/or mobile communication equipment.

Exhibitions and Demonstrations

We will pay for loss of or damage to

- (1) the subject matter insured
- (2) display and exhibition stands, fixtures and fittings
- (3) promotional literature and/or
- (4) audio and visual presentation equipment, including lap top computers, subject to a maximum limit any one location and/or loss of €1,250

whilst in transit to and from and while at exhibition and/or trade fairs and/or demonstration sites, including during

- (a) packing and unpacking
- (b) assembling and dismantling
- (c) erecting and siting.

We will not pay for:

- (1) loss or damage which is due to or directly results from any process of use, trial, testing or repair
- (2) losses arising from theft unless:
 - (i) there is evidence of forcible entry into and exit from the exhibition building
or
 - (ii) there is evidence of forcible entry into a cabinet, a room or other facility at the exhibition in which the goods were stored
- (3) loss or damage to goods not forming part of the exhibition, trade fair or demonstration site which are specifically insured elsewhere

All packing, loading and unloading must be performed or supervised by You or one of Your responsible employees.

Exhibition Charges

If the subject matter insured destined for exhibition are lost or damaged en-route to the exhibition, by a loss recoverable under this policy, and Your attendance at the exhibition is consequently cancelled, we will pay for Your exhibition fees.

The maximum amount We will pay under this cover is €6,000.

Section Five – Special Conditions

All of the following Special Conditions apply to Your policy.

Cutting Clause

In the event of the subject matter insured being damaged in such a way as to be reasonably usable if cut to a shorter length or width, Underwriters only to pay the insured value of the damaged part cut off.

Derangement Clause

Excluding electrical, mechanical and/or electronic derangement unless caused by a peril insured against.

Postal Sendings

If the subject matter insured is despatched by postal services and valued €1,250 or more per package and/or parcel it must be

- (1) insured for the minimum amount available with the postal service
or
- (2) despatched via a system which provides evidence of both posting and delivery

Process

We will not pay for any loss or damage to the subject matter insured, which is due to or directly results from any process of use, testing or repair.

Second-hand and/or Used and/or Damaged And/or Unpacked Goods

We will not pay for any loss of or damage to:

- second-hand and/or used goods which have not been fully reconditioned and/or refurbished
- damaged goods
- unpacked goods

which is attributable to:

- rust, oxidation and/or discolouration
- chipping, denting, scratching, bruising and cost of repainting
- twisting, bending and distortion

unless it can be proved that such loss or damage has occurred as a result of a peril insured against during the insured transit.

Section Six – Contingency Cover

Buyers Interest / Sellers Interest

This policy covers Your financial contingent interest in any goods and/or merchandise relating to Your business for which You have no responsibility to insure under the terms of sale during the insured transit where the:-

- (a) Interest in the goods and/or merchandise reverts or attached to You during transit and
- (b) (i) cover effected on Your behalf is more restrictive than that provided under this policy or,
(ii) other party failed to effect insurance.

Such goods and/or merchandise shall be covered continuously during any period of insurance whilst awaiting resale or return including any additional transit resulting from any such resale or return.

This extension shall only apply where You are unable to secure indemnity under the insurance effected by the buyer or seller and provided that;

- (a) You have not divulged the existence of this insurance to the seller or buyer, their insurers or any other interested third party
- (b) You take all reasonable steps to invoke the terms of the contract of sale and obtain reimbursement from the buyer or seller and /or any other interested party
- (c) You have acted at all times as a prudent uninsured.

The basis of valuation under this Extension shall be invoice price and freight.

This clause is not deemed to be double insurance.

This clause does not apply to shipments to any territories specified as Excluded Territories within the Schedule, if applicable.

Section Seven – Institute and Joint Cargo Committee Clauses

The following clauses are standard marine market wordings. The Institute Clauses referred to in the policy, The Schedule and endorsements are those current at the inception of this contract. If these clauses are revised during the period of the contract, and provided we give You at least 30 days notice, the revised Institute Clauses shall apply to risks which attach on or after the date of expiry of this notice.

Cargo Accumulation Clause JC2012/010

Should there be an accumulation of the subject matter insured whilst in transit beyond the conveyance limits expressed in this insurance by reason of any interruption of the transit beyond the control of the insured and/or by reason of any casualty and/or at a transhipping point and/or on a connecting vessel or conveyance it is agreed that this insurance shall attach for the full amount at risk subject to insurers' liability being limited to a maximum of 200% of the relevant conveyance limit provided notice is given to insurers as soon as practicable by the insured of such accumulation.

Cargo ISM Endorsement JC 98/019

Applicable to shipments on board Ro-Ro passenger ferries.

Applicable with effect from 01 July 1998 to shipments on board

- (1) passenger vessels transporting more than 12 passengers
and
- (2) oil tankers, chemical tankers, gas carriers, bulk carriers
and
- (3) cargo high speed craft of 500 gt or more

Applicable with effect from 01 July 2002 to shipments on board all other cargo ships and mobile offshore drilling units of 500gt or more.

In no case shall this insurance cover loss, damage or expense where the subject matter insured is carried by a vessel that is not ISM Code certified or whose owners or operators do not hold ISM Code Document of Compliance when, at the time of loading of the subject matter insured on board the vessel, You 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 or
- (b) that a current ISM Code 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 subject matter insured in good faith under a binding contract.

Cargo ISM Forwarding Charges Clause

(For use only with JCC Cargo ISM Endorsement JC 98/019)

In consideration of an additional premium to be agreed, 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 subject matter 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 to either

- (a) such vessel not being certified in accordance with the ISM Code or
- (b) a current ISM Code 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 policy and to JCC Cargo ISM Endorsement JC98/019.

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

The Provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this insurance or to any certificate(s) of insurance issued hereunder. Neither this insurance nor any certificates 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 rights of the assured (as assignee or otherwise) or the rights of any loss payee.

Institute Classification Clause CL354 - 01/01/2001

Qualifying Vessels

- (1) This insurance and the marine transit rates as agreed in the policy or open cover apply only to cargoes and/or interests carried by mechanically self-propelled vessels of steel construction classed with a Classification Society which is
 - 1.1 a Member or Associate Member of the International Association of Classification Societies (IACS)*
 - or
 - 1.2 a National Flag Society as defined in Clause 4 below, but only where the vessel is engaged exclusively in the coastal trading of that nation (including trading on an inter-island route within an archipelago of which that nation forms part).

Cargoes and/or interests carried by vessels not classed as above must be notified promptly to underwriters for rates and conditions to be agreed. **Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable commercial market terms.**

Age Limitation

- (2) Cargoes and/or interests carried by Qualifying Vessels (as defined above) which exceed the following age limits will be insured on the policy or open cover conditions **subject to an additional premium to be agreed.**
 - Bulk or combination carriers over 10 years of age or other vessels over 15 years of age unless they
 - 2.1 have been used for the carriage of general cargo on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age
 - or
 - 2.2 were constructed as containerships, vehicle carriers or double-skin open-hatch gantry crane vessels (OHGCS) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of age.

Craft Clause

- (3) The requirements of this Clause do not apply to any craft used to load or unload the vessel within the port area

National Flag Society

- (4) A National Flag Society is a Classification Society which is domiciled in the same country as the owner of the vessel in question which must also operate under the flag of that country.

Prompt Notice

- (5) Where this insurance requires You to give prompt notice to Us, the right to cover is dependent upon compliance with that obligation.

Law and Practice

- (6) This insurance is subject to English Law and practice.

*** For a current list of IACS Members and Associate Members please refer to the IACS website www.iacs.org.uk**

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Institute Radioactive Contamination Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause – CL370

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

- (1) In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 1.4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - 1.5. any chemical, biological, bio-chemical, or electromagnetic weapon.

Termination of Transit Clause (Terrorism) – JC 2009/056 – 01/01/2009

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

- (1) Notwithstanding any provision to the contrary contained in the contract of Insurance or the Clauses referred to therein, it is agreed that in so far as this policy covers loss of or damage to the subject-matter insured 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 subject-matter insured being in the ordinary course of transit and, in any event, **SHALL TERMINATE:**

either

 - 1.1 as per the transit clauses contained within the policy, **or**
 - 1.2 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 contract of insurance, or
 - 1.3. 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 contract of insurance, 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
 - 1.4 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
 - 1.5 in respect of marine transits, on the expiry of 60 days after completion of discharge over side of the subject matter insured from the oversea vessel at the final port of discharge, or
 - 1.6 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

whichever shall occur first.

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- (2) If the contract of insurance or the Clauses referred to therein specifically provide cover for inland or other further transits 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 clause 1.

Institute Replacement Clause CL372 - 01/12/2008 – in respect of New Goods only

In the event of loss of or damage to any part(s) of an insured machine or other manufactured item consisting of more than one part caused by a peril covered by this insurance, the sum recoverable shall not exceed the cost of replacement or repair of such part(s) plus labour for (re)fitting and carriage costs. Duty incurred in the provision of replacement or repaired part(s) shall also be recoverable provided that the full duty payable on the insured machine or manufactured item is included in the amount insured.

Our total liability shall in no event exceed the amount insured of the machine or manufactured item.

Institute Replacement Clause – Proportional Valuation CL373 - 01/12/2008 – in respect of Secondhand &/ or Used Goods only

In the event of loss of or damage to any part(s) of an insured machine or other manufactured item consisting of more than one part caused by a peril covered by this insurance, the sum recoverable shall not exceed such proportion of the cost of replacement or repair of such part(s) as the amount bears to the new cost of the machine or manufactured item, plus labour for (re)fitting and carriage costs. Duty incurred in the provision of replacement or repaired part(s) shall also be recoverable provided that the full duty payable on the insured machine or manufactured item is included in the amount insured.

Our total liability shall in no event exceed the amount insured of the machine or manufactured item.

Institute Replacement Clause – Obsolete Parts Endorsement JC2008/023) – (as applicable)

(for use only with the Institute Replacement Clause CL372 - 01/12/2008 or Institute Replacement Clause – Proportional Valuation CL373 - 01/12/2008)

In the event of a claim recoverable under this policy necessitating the manufacture of any new part(s) for the repair of an insured machine or other manufactured item, the sum recoverable shall not exceed the manufacturer's last list price for the year of manufacture of the lost or damaged part(s), uplifted for inflation. Inflation shall be determined by reference to the Retail Price Index, or other officially published data of the country of manufacture of the insured machine or manufactured item, up to a maximum total uplift of 25%.

If no such manufacturer's list price is available, the total liability shall in no event exceed the amount insured of the machine or manufactured item.

Sanction Limitation and Exclusion Clause JC2010/014

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer 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.

Cargo Communicable Disease Exclusion JC2020-011

1. This policy does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 2.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

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2.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and variation thereof, whether deemed living or not, and

2.3 the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property

Marine Cyber Endorsement LMA5403 11/11/2019

1. Subject only to paragraph 3 below, in no case shall this policy cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
2. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not a means for inflicting harm.
3. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

Section Eight – Claims Procedure

In the event of any loss or damage for which We may be liable it is essential that You and/or Your agent follow the following procedures.

(1) Do not give a clean receipt where goods are in a doubtful condition (except under written protest)

You must note on the delivery receipt any discrepancies such as shortage, non-delivery, leakage, and damage including that which may only be superficial damage to the outer packaging such as denting, scuffing, staining etc.

(2) Report potential claims immediately to Us

This must be done by telephone, email or facsimile (fax) to the local office noted as follows:

Marine Claims	Tel:	1800 147 147
Aviva	Fax:	091 529966
Ballybrit Business Park	E-mail:	claimnotifications@aviva.ie
Ballybrit		
Galway, H91 WP08.		

or Claims Settling agent shown on the policy or Certificate of Insurance.

This notice must include

- (a) the location of the consignment
- (b) contact names and numbers
- (c) a brief description of the extent of loss and/or damage

A decision will then be made whether to appoint a surveyor or investigator.

Advice will be given regarding what action should be taken next to pursue the claim.

(3) Immediate notification must be given to carriers and bailees by telephone or fax

This will allow them the opportunity to inspect the damage or commence tracer action for missing or short delivered goods.

In the event of non-delivery notice must be given as soon as it becomes apparent that the goods have not been received when expected.

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(4) Write to carriers and other bailees within 3 Days of delivery holding them responsible for the loss and/or damage

The time limits for providing notice of claim vary between the different Conditions of Carriage or Bailment but timescales are generally very short and failure to provide notification of claim within these timescales will enable carriers and bailees to repudiate valid claims.

It is Your duty and Your agents' to take steps to protect and preserve the rights and remedies available to Us.

These are the rights under subrogation which enable insurers to stand in place of the insured once the insurance claim has been paid and recover from the parties responsible for the loss an amount up to but not exceeding the amount of the claim settlement.

(5) Formal claim against Carriers and Bailees

When the extent of the loss and/or damage has been quantified a costed claim must be submitted to the responsible party together with supporting documentation.

If there are likely to be delays in quantifying the claim, estimates must be submitted within a reasonable time and an acknowledgement of receipt sought.

Note – As with initial notification of claim the formal claim must be submitted to carriers and/or bailees within the timescales laid down in the Conditions of Carriage or Bailment (usually 9 and 12 months) in order to prevent valid claims being declined.

(6) On Account Payments

Where a claim cannot be quantified within 30 working days of Our admission of liability and such claim is anticipated by Us to be in excess of €10,000, We will arrange to make an interim claims payment to You of 50% of the agreed anticipated net claim.

Provided that in the event that such interim payment exceeds the final agreed claim settlement figure, You shall reimburse Us with the difference within 30 days of the date that the final claims settlement figure is agreed.

(7) Fast Track Claims Service

If your claim is for €3,000 or less, we can speed it through our system. All you need to do is make sure that you complete the relevant claim form and include all the necessary supporting documents.

(8) Notify to the police

As soon as reasonably possible, any loss or damage caused by theft or malicious damage must be notified to the police and a crime number obtained.

(9) Documents required to evidence the claim

- (a) original Certificate of Insurance or policy or policy and Declaration reference (as applicable)
- (b) original sales or commercial invoices
- (c) original transit and consignment documents eg. "Shipped" Bill of Lading, Carrier Air Waybill, House Air Waybill, CMR Note, Certificate of Shipment, Rail Consignment Note and/or other contracts of carriage
- (d) Packing Lists (to identify the goods actually packed in each carton, case, etc.)
- (e) Receipts issued during transit and at delivery Landing (or Short landing) Accounts, Weight Notes, Delivery Receipts and similar documents
- (f) Survey report (if issued)

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- (g) Repair and/or replacement estimates
- (h) Other documentary evidence
- (i) Statement of claim
- (j) Details of the loss and/or damage including a calculation or estimate of the claim amount
- (k) copies of all correspondence exchanged with the carriers, bailees, suppliers and other parties regarding their liability for the loss and/or damage



*For our joint protection, we may record and
monitor phone calls.*

Aviva Insurance Ireland DAC

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