



nmu

Cargo Insurance



Contents

Cargo Insurance

Welcome2

Wording3

 About This Policy3

 Important Information7

 Definitions9

 Section 1: Cover Whilst in Transit 11

 Section 2: Cover for Ancillary Equipment 20

 Section 3: Cover Whilst in Storage that is not in the Ordinary Course of Transit..... 24

 Section 4: Additional Cover and Costs 30

 General Conditions Precedent to Liability 34

 General Restrictions 35

 General Exclusions 38

 Claims Conditions and Procedures..... 44



Welcome

Thank you for choosing NMU

NMU is an award-winning provider of insurance solutions across a range of product lines. At the heart of our business are competitiveness, service, attention to detail, innovation, flexibility and the fair treatment of customers.

NMU is pleased to have been chosen to provide this Policy, and will work hard to make sure that you are happy with the cover and service you receive.

Please read all of the Policy documentation carefully and keep this safe. If the cover provided does not meet your needs, there are any discrepancies or you need to make any changes, please contact your insurance broker. Similarly, if you need any further information or have any questions please contact your insurance broker.

In return for payment of the premium, you will be covered in the manner and to the extent provided for by the terms of this Policy.

If you need to make a claim then the sooner you tell us, the sooner we can help. Our team takes a proactive approach to the management of claims and provides a quality, professional and efficient service.

Signed for and on behalf of Munich Re Specialty Insurance (UK) Ltd.

A handwritten signature in black ink that reads 'David Perfect.' The signature is written in a cursive, slightly slanted style.

David Perfect
Executive Director

NMU is a trading name of Munich Re Specialty Insurance (UK) Ltd, registered in England: 01262636, The Exchange, 3 New York Street, Manchester, M1 4HN. Authorised and regulated by the Financial Conduct Authority (FRN 310539).

Wording

Cargo Insurance

About This Policy

	<p>This Policy is a legal contract between you and us, and comprises this Wording, the Institute Clauses, the Schedule and any Endorsements. These parts should be read together, as one document.</p> <p>You can find NMU’s contact details, together with those of the Policyholder’s insurance broker, in the Schedule.</p> <p>This Wording is divided into Sections which set out the cover provided and any terms specific to that Section. There are also other terms that apply to this insurance as a whole.</p> <p>The Policyholder should check their Policy documentation to make sure this meets their needs and that they understand what is and is not covered. If there is anything that needs to be changed or is not understood, the Policyholder should contact their insurance broker. If they prefer they may contact us.</p> <p>If the Policyholder is in any doubt as to whether this insurance meets their needs, they should seek independent professional advice.</p>
Wording Reference	This is NMU Cargo Insurance Wording reference CGMUPR1121
The Schedule	<p>The Schedule includes details of:</p> <ul style="list-style-type: none"> the Sections and clauses applying to this insurance. There is no cover under any Section or clause shown as not being insured; any cover, conditions, exclusions and other terms that specifically apply to this insurance; the limits applicable; the premium. <p>It is important that the Policyholder:</p> <ul style="list-style-type: none"> checks that the details in the Schedule are correct and that the cover requested is included; checks that the information provided to us is accurate; notifies the insurance broker named in the Schedule as soon as practicable of any inaccuracies in the information provided to us. <p>Please keep the Schedule, Wording and any Institute Clauses together. We will send the Policyholder a new Schedule whenever there is a change to this insurance.</p>

<p>Interpretation</p>	<p>Throughout this Policy:</p> <ul style="list-style-type: none"> • words and phrases which appear in bold have the meanings stated under Definitions and always have the same meaning; • headings are for ease of reference only or to help you find information and these do not form part of the Policy; • words which appear in the singular include the plural and vice versa; • words which appear in the present tense include the past tense and vice versa; • any words after the term 'for example' are included to add clarity and will not restrict the meaning; • any reference to any statute or statutory instrument will include any modification or re-enactment.
<p>Assignment and Rights of Third Parties</p>	<p>This insurance covers the Policyholder, and no benefit under this will pass to any other party. This insurance may not be assigned to or transferred to any other party without our prior consent. However, cover under this insurance can be assigned to a party to whom insurable interest in any subject-matter insured passes in accordance with a contract of sale or as required by custom, trade or practice.</p> <p>The provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this insurance. This insurance does not confer any benefits on any third parties and no third party may enforce any term of this insurance. However, this does not affect any rights available to a third party under the Third Parties (Rights against Insurers) Act 2010.</p> <p>This does not affect the rights of the Assured as assignee or as a party to whom insurable interest in subject-matter insured passes under a contract of sale, or any Loss Payee named in the Schedule.</p>
<p>Cancellation by the Policyholder</p>	<p>Contact details for cancellation are shown in the Schedule.</p> <p>The Policyholder has 14 days to make sure that they are happy with the cover provided. During this period the Policyholder may cancel this insurance by giving us notice. If no claims have been made under this insurance, and there are no notifiable claims or incidents, we will refund all the premium the Policyholder has paid.</p> <p>This 14-day period starts on:</p> <ul style="list-style-type: none"> • the day the Policy document is received; or • the date the period of insurance starts; <p>whichever is later.</p> <p>After this 14-day period the Policyholder may cancel this insurance by giving us notice. If no claims have been made under this insurance, and there are no notifiable claims or incidents, despite the application of any minimum or in full premium we will allow a pro-rata refund of premium subject to deduction of a GBP 50.00 administration charge.</p>
<p>Cancellation by Us</p>	<p>We may cancel this insurance by giving the Policyholder not less than 30 days' notice in writing, this notice period will take effect from midnight on the date of issue;</p> <ul style="list-style-type: none"> • reduced to 7 days in respect of war*, strikes*, riots*, civil commotions* and terrorism* risks; and • further reduced to 48 hours in respect of strikes*, riots*, civil commotions* and terrorism* risks on transits to or from and any transit or storage within the United States of America.

	<p>Those risks marked with an asterisk* mean those specified in the Institute War and Strikes Clauses which constitute part of this insurance or, if insured, as stated as Risks Covered under Section 3.</p> <p>If no claims have been made under this insurance and there are no notifiable claims or incidents, then the Policyholder will be allowed a pro-rata refund of premium.</p> <p>When there is non-payment of premium, we will cancel this insurance by giving the Policyholder not less than 15 days' notice in writing, this notice period will take effect from midnight on the date of issue. All unpaid premiums remain due. If no claims have been made under this insurance, and there are no notifiable claims or incidents, we will reduce the premium due on a pro-rata basis.</p> <p>We will only cancel this insurance for a valid reason, for example:</p> <ul style="list-style-type: none"> • non-payment of premium; • a change in risk or legislation which means that we can no longer provide you with insurance; • a change in insurance industry market practice which has a material effect on this insurance; • any restriction in the availability to us of Re-Insurance cover; • non-cooperation by the Policyholder or failure to supply any information or documentation we request.
<p>Cancellation Termination of Cover</p>	<p>Regardless of which party cancels this insurance, any subject-matter insured which has commenced transit prior to cancellation taking effect will continue to be covered by this insurance until delivered to the destination to which it is insured or to an alternative destination in accordance with the provisions of this insurance.</p> <p>If this insurance covers subject-matter insured which is in storage that is not in the ordinary course of transit, cover will cease at midnight on the date cancellation takes effect.</p>
<p>Conditions Precedent to Liability and Warranties</p>	<p>Conditions precedent to liability and warranties are particularly important, and the requirements contained in these must be met. If these are not, then claims may not be paid.</p> <p>Requirements within Conditions Precedent to Liability should be regarded as minimum levels of loss prevention and further measures may be appropriate to the business.</p>
<p>Insurance Taxes, Levies and Charges</p>	<p>The Policyholder agrees to pay all applicable taxes, including local taxes, levies and similar charges due in connection with this insurance and for which they are responsible, as calculated by us. Late notification by us for any reason of any taxes, levies or similar charges due will not reduce or negate the Policyholder's liability to pay these.</p> <p>The amount of these charges under this insurance will be shown in the Schedule.</p>
<p>Multiple Policyholders</p>	<p>When the Policyholder comprises more than one party, all parties will be treated as one so that there will be only two parties to this insurance namely the Insurer and the Policyholder, each Policyholder being jointly and severally liable for premiums due under this insurance.</p>

Wording
Cargo Insurance
About This Policy

Notice to the Policyholder	When we are required to contact or give notice to the Policyholder , communication to the Policyholder's insurance broker or other nominated agent will be deemed communication to the Policyholder .
Certificates of Insurance	<p>The Policyholder may issue certificates of insurance via NMU's online platform and the operational costs of this system will be met by NMU. This is a secure system restricted to nominated users. If access to this platform is required, please provide NMU with a list of personnel requiring this, their work email addresses and telephone numbers. Log in details will be provided to the employee direct.</p> <p>Certificates of insurance may be issued to enable the Policyholder to comply with the insurance requirements of any letter of credit. However, when the cover required by a particular letter of credit is wider in scope than that provided by this insurance, the Policyholder must obtain our prior agreement to this and pay any additional premium required by us. In which case the cover as stated in the certificate will prevail.</p> <p>When the cover as stated in any certificate of insurance issued is not as wide in scope as that provided by this insurance, then the Policyholder will continue to have the full benefit of this insurance.</p>

Wording
Cargo Insurance
Important Information

<p>Your Responsibility to Give Us Correct Information and Fair Presentation</p>	<p>You must make a fair presentation of the risk to us at inception, renewal and any variation of this insurance. This means that you must disclose every circumstance which is material to the risk or, at least, you must disclose sufficient information to put us on notice that we need to make further enquiries to reveal any material circumstances. Your disclosure must be made in a reasonably clear and accessible manner. The Policyholder's insurance broker can advise precisely what must be disclosed.</p> <ol style="list-style-type: none">1) If you deliberately or recklessly fail to make a fair presentation, we will treat the insurance as if it had not existed (from the inception date or the renewal date or the date of variation, as applicable), refuse to pay any claims, recover from you any amounts that we have already paid, and retain the premium.2) If you do not make a fair presentation, but that failure is not deliberate or reckless, then:<ol style="list-style-type: none">a) if we would not have insured you had you made a fair presentation of the risk, we will treat the insurance as if it had not existed (from the inception date or the renewal date or the date of variation, as applicable), refuse to pay any claims, and refund you all the premium; orb) if we would have insured you for a higher premium had you made a fair presentation of the risk, we will reduce the amount of any claim settlement proportionately, for example if we would have charged 50% extra premium, we will pay only two thirds of the claim; and/orc) if we would have insured you on different terms had you made a fair presentation of the risk, the insurance will be treated as if those different terms applied.
<p>Change in Risk</p>	<p>In accordance with your responsibility to give us correct information you must tell us about any change in circumstance which happens before or during the period of insurance that may affect your insurance. We may then change the terms of this insurance.</p>
<p>Renewal</p>	<p>This insurance does not automatically renew. Prior to renewal, we will write to the Policyholder's insurance broker either:</p> <ul style="list-style-type: none">• requesting the information we require to provide renewal terms; or• with renewal terms and advising the basis on which these have been prepared; or• advising that we do not wish to renew this insurance and giving our reasons why.
<p>Subjectivities</p>	<p>At the time we provide our quotation to the Policyholder, we will clearly state if the cover provided by this insurance is subject to the Policyholder:</p> <ul style="list-style-type: none">• providing us with any additional information;• allowing us to complete any actions, including undertaking surveys;• completing any actions which we may ask them to carry out; <p>together with the date this is required by.</p> <p>Alternatively, cover may be restricted pending completion of an action or for a period of time.</p> <p>Should any requirement not be completed by the date required, we may:</p> <ul style="list-style-type: none">• restrict the cover provided; and/or• impose alternative or additional conditions, exclusions or other terms; and/or

Wording
Cargo Insurance
Important Information

	<ul style="list-style-type: none">• amend the premium; and/or• apply further subjectivities, for example post survey risk improvement requirements; and/or• suspend cover or exercise our right to cancel this insurance. <p>If we exercise any of these options then the Policyholder will have 14 days to accept or decline the revised basis of cover or premium. If the Policyholder declines the revised basis of cover and/or premium or if we suspend cover or cancel this insurance and no claims have been made under this insurance, and there are no notifiable claims or incidents, then the Policyholder will be allowed a pro-rata refund of premium.</p>
Data Protection	<p>Any information that you have provided to us will be processed in compliance with the terms of applicable data protection legislation. It may be necessary to pass information on to third parties in order to provide insurance and handle claims.</p> <p>NMU's Privacy Policy can be found at: www.nmu.co.uk/privacy-policy</p>

Definitions

These words and phrases will always have the following meaning throughout this Policy.

Associated Company. A company over which the **Policyholder** has control of the affairs, income or assets either by voting power or share capital.

Assured. The **Policyholder** named in the Schedule and any party to whom insurable interest in any particular **subject-matter insured** passes in accordance with a contract of sale or as required by custom, trade or practice. **You** and **your** will be construed as meaning the **Assured**.

Container. An ISO container including dry freight containers, refrigerated containers, insulated containers, open-top containers, tank containers and flat racks.

Domestic Transit. A transit when **subject-matter insured** remains within the same country for the entire duration of the transit. For the purposes of this definition only, England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man will be deemed as one country.

Employee (see also **Responsible Employee**). Any person employed by the **Policyholder** under any contract of service or apprenticeship and any person who is:

- acting in the capacity of a non-executive Director;
- hired or borrowed by or on secondment to the **Policyholder**;
- on work experience;
- supplied to the **Policyholder** by any agency and not paid directly by the **Policyholder**;
- self-employed and under the **Policyholder's** direct control providing labour or services.

Event. Any occurrence, incident or accident or series of occurrences, incidents or accidents and all liability incurred by **you** arising out of, resulting from or attributable directly or indirectly to one source or originating cause or common underlying causes, whether or not occurring at the same location and time.

Postal Service. Any ordinary letter or parcel post, private postal system, personal courier, bicycle courier, motorcycle courier or taxi.

Responsible Employee (see also **Employee**). An **employee** of the **Policyholder** who is part of their senior management (which will include the board of directors) being those persons who play a significant role in the decision making regarding how the business is managed and those responsible for procuring and administering the insurance arrangements.

Subsidiary Company. As defined in section 1159 of the Companies Act 2006.

Vehicle. Any motor vehicle, motorcycle or trailer designed for the transport of goods by road. By trailer **we** mean any trailer, semi-trailer, chassis or similar unit designed to be towed by a motor vehicle or motorcycle.

Words and Phrases Specified in the Schedule

The following words and phrases will have the meaning attributed to them in the Schedule:

Policyholder

Insurer

Basis of Valuation

Deductible (or **Excess**)

Limit

Period of Insurance

Subject-Matter Insured

Words and Phrases Used in the Institute Clauses

Where those words and phrases specified under Definitions or in the Schedule are used in the Institute Clauses, whilst not in bold, when used in the same context these will have the same specific meaning as stated under Definitions or attributed to them in the Schedule.

Where used within the Institute Clauses the phrase "destination named in the contract of insurance" will mean "the destination to which it is insured".

Wording
Cargo Insurance
Section 1: Cover Whilst in Transit

	<p>Section 1 covers loss of or damage to subject-matter insured whilst in transit which commences during the period of insurance.</p> <p>Please refer to the Schedule for the limits and deductibles applying to Section 1.</p>
Cover Institute Clauses	<p>Cover under Section 1 is provided in accordance with the following Institute Clauses which constitute part of this insurance:</p> <p>Applicable to transits by water, rail, road or other land conveyance: Institute Cargo Clauses (A) CL.382 01.01.2009 Institute War Clauses (Cargo) CL.385 01.01.2009 Institute Strikes Clauses (Cargo) CL.386 01.01.2009</p> <p>Applicable to transits by sea (in full or in part): Institute Classification Clause CL.354 01.01.2001</p> <p>Applicable to transit by air: Institute Cargo Clauses (Air) (Excluding Sendings By Post) CL.387 01.01.2009 Institute War Clauses (Air Cargo) (Excluding Sendings By Post) CL.388 01.01.2009 Institute Strikes Clauses (Air Cargo) CL.389 01.01.2009</p> <p>Applicable to transit by ordinary letter or parcel post: Institute Cargo Clauses (A) CL.382 01.01.2009 Institute War Clauses (Sendings by Post) CL.390 01.03.2009 Institute Strikes Clauses (Cargo) CL.386 01.01.2009; or Institute Strikes Clauses (Air Cargo) CL.389 01.01.2009 as applicable</p> <p>Please note that the General Exclusions encompass provisions in respect of:</p> <ul style="list-style-type: none">• Sanctions;• Cyber Risks;• Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons; and• Terrorism Termination of Cover. <p>These Institute Clauses are standard marine insurance clauses widely used in international trade. For ease of reference these clauses are grouped together and attached with this document. Should there be any inconsistency between the Institute Clauses and the remainder of this insurance the latter will take precedence. But in no case will the cover provided by any part of this insurance be deemed to override the Duration Clauses of the Institute War Clauses which constitute part of this insurance.</p> <p>Should there be any change to the Institute Clauses applying to Section 1 or their content, this will be stated in the Schedule.</p>

Clauses Providing
 Additional Cover

Accumulation	Should there be an accumulation of subject-matter insured which is due to circumstance beyond the Policyholder's control, cover will be provided for subject-matter insured whilst on any one conveyance up to a maximum of twice the applicable limit stated in the Schedule.
Claused Bills of Lading	This insurance will not be prejudiced should the Policyholder accept a claused bill of lading or sea waybill.
Concealed Loss or Damage	<p>Any loss of or damage to subject-matter insured recoverable under this insurance and discovered on opening of containers, cases or packages following arrival at the Policyholder's premises or those of their appointed agents will, in the absence of proof to the contrary, be deemed by us to have occurred whilst in transit.</p> <p>Subject to:</p> <ul style="list-style-type: none"> • the loss or damage being discovered within 120 days of arrival at the destination to which subject-matter insured is insured; and • any containers, cases or packages showing any indication of loss or damage on arrival at the destination to which subject-matter insured is insured must be opened immediately and their contents checked.
Container Seals	<p>Claims under this insurance in respect of subject-matter insured shipped in full door-to-door container loads will not be invalidated solely by the fact that the container seal appears intact on arrival at the destination to which it is insured, and production of:</p> <ul style="list-style-type: none"> • documentary evidence that subject-matter insured was safely loaded into the container; and • discharge tally sheets showing discrepancies or claused delivery notes; <p>will, in the absence of proof to the contrary, be deemed by us as sufficient evidence of loss or damage.</p>
Contingent Interest Sellers and Buyers	<p>For the cover provided by this clause to operate:</p> <ul style="list-style-type: none"> • the value of all subject-matter insured falling within the scope of the cover provided must be included within the values advised to us prior to inception of this insurance and (if applicable) within any declaration of actual values under this insurance; and • notice must be given to us as soon as is reasonably practicable of any incident that may result in cover becoming effective. <p>Cover includes the Policyholder's contingent financial interest in subject-matter insured which has been lost or damaged and has been:</p> <ol style="list-style-type: none"> 1) sold by the Policyholder, but this was not at their risk in accordance with the contract of sale and they cannot obtain payment for it under the contract of sale; or 2) purchased by the Policyholder, but:

- a) this was not at their risk in accordance with the contract of purchase and they cannot obtain reimbursement from the supplier in respect of payments made for it; or
- b) the seller should have provided insurance on this **subject-matter insured** as part of the contract of sale and did not do so; or
- c) the seller provided insurance as part of the contract of sale and the **Policyholder** cannot obtain payment of legitimate claims under that insurance.

Before **we** will consider any claim under this clause the **Policyholder** must have taken all reasonable steps to invoke the terms of the contract of sale or purchase and/or obtain settlement under any insurance provided by the seller.

However, when the **Policyholder** purchases **subject-matter insured** on terms which put it at the risk of the seller during all or part of the transit within the country of origin and this risk transfers to the **Policyholder** no later than on completion of loading onto the vessel or aircraft at the (air)port of shipment, the **Policyholder** is not required to invoke the terms of the contract of purchase before **we** will consider any claim under this clause.

The cover provided by this clause will:

- be no greater in extent than would have been provided by this insurance had **subject-matter insured** been at the **Policyholder's** risk; and
- only apply to the extent that the **Policyholder** is unable to recover from the buyer, seller or their insurers.

When the insurable interest in **subject-matter insured** reverts to the **Policyholder**:

- it will be covered continuously during any reasonable period of storage pending resale or return to the **Policyholder** and any additional transit consequent upon resale or return;
- **we** will pay reasonable additional carriage and storage costs to forward **subject-matter insured** to an alternative destination or return of this to the **Policyholder**; and
- **we** will provide general average guarantees and pay general average deposits that may be required.

Any claim recoverable under this clause will be paid to the **Policyholder** in their country of domicile only and will not benefit any other party, other than a Loss Payee noted under this insurance.

There is no cover provided by this clause:

- if the terms of the contract of sale or purchase are in violation of legislation or regulation prevailing in the country of destination or origin;
- if the **Policyholder** has disclosed the existence of this clause to any other party who had, has or may acquire an interest in **subject-matter insured**;
- if the **Policyholder** has not covered **subject-matter insured** under this insurance during the period it was at their risk;
- under any contract of sale for which the **Policyholder** provides insurance and **we** are required to make settlement of any claim under that insurance to another party.

Wording
Cargo Insurance
 Section 1: Cover Whilst in Transit

<p>Difference in Conditions</p>	<p>Should during the period of insurance subject-matter insured be insured elsewhere, including when the seller provides insurance as part of the contract of sale, Section 1 will cover any difference between the cover provided elsewhere and this insurance.</p> <p>For the purposes of this clause the insured value of subject-matter insured will be the amount stated in the insurance arranged elsewhere.</p> <p>Cover under this clause will only apply where the insurance arranged elsewhere is no more restrictive than that provided under the Institute Cargo Clauses (A) or (Air) and the Institute War and Strikes Clauses which constitute part of this insurance.</p> <p>For the cover provided by this clause to operate the values of all subject-matter insured falling within the scope of the cover provided must be included within the values advised to us prior to inception of this insurance, and (if applicable) any declaration of actual values under this insurance.</p> <p>This clause is for the sole benefit of the Policyholder only and is not to be deemed a double insurance.</p> <p>There is no cover provided by this clause if the Policyholder has disclosed the existence of this clause to any other party who had, has or may acquire an interest in subject-matter insured.</p>
<p>First-Loss</p>	<p>If the total insured value of subject-matter insured at risk exceeds the applicable limit under Section 1 of this insurance, then we will be liable for the insured value of any loss or damage recoverable under this insurance up to but not exceeding the applicable limit.</p>
<p>Fraudulent Bills of Lading</p>	<p>This insurance covers loss of subject-matter insured through the acceptance by the Policyholder, their agents or their suppliers of fraudulent bills of lading, shipping receipts and similar transit documentation which occurs during the period of insurance.</p> <p>This clause does not cover any loss involving the willing collusion of any employee.</p>
<p>General Average In Full</p>	<p>Claims for general average contributions and salvage charges will be paid to the full contributory value.</p>
<p>Institute Classification Clause Amendment</p>	<p>The provisions of the Age Limitation contained within clause 2 of the Institute Classification Clause which constitutes part of this insurance:</p> <ol style="list-style-type: none"> 1) will not prejudice any claim under this insurance provided the appropriate additional premium is paid; and 2) are amended to: <ol style="list-style-type: none"> a) 30 years of age in respect of clause 2.2.1; and b) 35 years of age in respect of clause 2.2.2. <p>When an additional premium is due under any part of the Institute Classification Clause, we may deduct this from any claim settlement involving subject-matter insured to which the additional premium attaches.</p>
<p>On Deck Shipments</p>	<p>Despite any provision to the contrary in either the Schedule or the Wording this insurance covers shipment of subject-matter insured on deck, whether in containers or otherwise.</p>

Wording
Cargo Insurance
Section 1: Cover Whilst in Transit

Retention of Title	<p>Where, under the contract of sale, the Policyholder retains title to or a proprietary interest in subject-matter insured covered under Section 1, either:</p> <ul style="list-style-type: none">• expressly by way of a clause reserving title to subject-matter insured pending payment; or• by operation of law; <p>this insurance covers subject-matter insured for the sole benefit of the Policyholder only, for a period of up to 60 consecutive days following arrival at the premises nominated by the Policyholder's customer.</p> <p>This clause does not cover any subject-matter insured:</p> <ul style="list-style-type: none">• for which the Policyholder has been paid in full;• held by the Policyholder's customer either themselves, or on their behalf, as consignment stock, on a sale or return basis or under similar arrangements, until sold by them;• when the intention is for subject-matter insured to be insured under any other insurance arranged by or on behalf of the Policyholder.
Subject-Matter Insured Returned by the Policyholder	<p>Cover includes subject-matter insured which is being returned by the Policyholder to their suppliers.</p> <p>The cover provided by this clause is subject to subject-matter insured being at the Policyholder's risk and will terminate:</p> <ul style="list-style-type: none">• on delivery to either the Policyholder's supplier's or alternative premises; or• once subject-matter insured ceases to be at the Policyholder's risk; <p>whichever occurs first.</p> <p>The basis of valuation applying to subject-matter insured covered by this clause will be the replacement cost on the date the loss or damage occurred with goods or equipment of a similar specification, condition and age.</p> <p>For the cover provided by this clause to operate the value of all of these returns must be included in the values advised to us prior to inception of this insurance and (if applicable) within any declaration of actual values under this insurance.</p>
Subject-Matter Insured Returned to the Policyholder	<p>Any cover provided in respect of subject-matter insured being returned to the Policyholder is dependent on the type of return.</p> <p>Once a responsible employee is made aware that subject-matter insured is being returned or has been rejected, we must be advised as soon as is practicable.</p> <p>The basis of valuation applying to subject-matter insured covered by this clause will be that which applied to the original outward transit.</p> <p><u>Unexpected Returns</u></p> <p>Should subject-matter insured which has been sold or supplied by the Policyholder be unexpectedly either returned to them or rejected on arrival, cover under this insurance will continue whilst subject-matter insured is in storage awaiting return, and during the return transit.</p> <p>The cover provided by this clause will terminate:</p> <ul style="list-style-type: none">• 90 days from the date of delivery to the destination to which it is insured; or• if not delivered, 90 days from its arrival into the country of destination to which it is insured; or

Wording
Cargo Insurance
 Section 1: Cover Whilst in Transit

	<ul style="list-style-type: none"> on delivery following the return transit to either the Policyholder's or alternative premises; or once subject-matter insured ceases to be at the Policyholder's risk; <p>whichever occurs first.</p> <p><u>Expected or Anticipated Returns</u> Other than where specifically included in this insurance there is no cover provided for subject-matter insured which is returned when the circumstances of the return were expected or could be anticipated, for example subject-matter insured is:</p> <ul style="list-style-type: none"> in need of repair, refurbishment, rectification, recalibration, restoration, testing or replacement whether within warranty or otherwise; at the end of a sale or return period or similar arrangement; returned consignment stock or that held under a similar arrangement; at the end of any period of lease, hire, loan or similar arrangement.
<p>Transit Extension Deferred Delivery</p>	<p>When, due to reasons beyond the Policyholder's control, subject-matter insured remaining at the Policyholder's risk and in the ordinary course of transit:</p> <ul style="list-style-type: none"> takes more than 60 days from the date it is discharged from the overseas vessel at the final port of discharge to reach the destination to which it is insured; or takes more than 30 days from the date it is unloaded from the aircraft at the final airport of discharge to reach the destination to which it is insured; or is held in a warehouse, premises or place of storage where the cover provided by this insurance would terminate; <p>it will continue to be covered by this insurance for a period of up to 90 days.</p> <p>Once a responsible employee is made aware of any of these circumstances, we must be advised as soon as is practicable. Cover is subject to payment of any additional premium required by us.</p>
<p>Transit Extension Own Premises Parking</p>	<p>Any subject-matter insured left loaded on a vehicle overnight, over weekend, during bank or public holidays or during non-working days at premises under the direct control of the Policyholder, either after completion of loading for transit or after arrival prior to unloading, will continue to be covered by this insurance.</p> <p>The cover provided by this insurance remains subject to the General Exclusions:</p> <ul style="list-style-type: none"> Avoidable Theft Vehicle Locking; and Avoidable Theft Vehicle Overnight Parking. <p>The Policyholder must use their best endeavours to ensure that any subject-matter insured left loaded during these periods on any vehicle which is not owned or operated by them is protected from the risks of theft.</p>
<p>Transit Extension Own Goods at Packers' Premises</p>	<p>Cover includes subject-matter insured belonging to the Policyholder in transit to and from packers', forwarders', consolidators' and carriers' premises and for the period whilst there up to a maximum of 30 days.</p>
<p>Transit Extension Own Goods at Repairer's Premises</p>	<p>Cover includes subject-matter insured belonging to the Policyholder in transit to and from repairers' premises and for the period whilst there up to a maximum of 30 days.</p>

Wording
Cargo Insurance
Section 1: Cover Whilst in Transit

Unauthorised Occupants	If any vehicle or container in which subject-matter insured is being shipped is occupied by people seeking passage or escape from or entry to a country, and the Policyholder has reasonable grounds for not wishing to accept or retain any part of this subject-matter insured , we will pay the insured value of any subject-matter insured affected, regardless of whether this has suffered any actual damage.
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Clauses Covering
Additional Costs

Additional Forwarding Costs	<p>Should there be:</p> <ul style="list-style-type: none">• loss of or damage to subject-matter insured recoverable under this insurance; or• a declaration of general average by the vessel on which it was being carried; <p>we will pay reasonable additional discharge, carriage and storage costs to forward this subject-matter insured to the destination to which it is insured or return to the Policyholder's premises.</p> <p>This Subject-matter insured will continue to be covered for its insured value until it has been delivered to the destination to which it is insured or returned to the Policyholder's premises. Cover is subject to payment of any additional premium required by us.</p>
Additional Carriage and Rejection Costs	<p>If owing to circumstances beyond the Policyholder's control subject-matter insured which has commenced its transit:</p> <ul style="list-style-type: none">• cannot be delivered to the destination to which it is insured by the intended method of conveyance;• is over-carried to or discharged at a place other than the intended (air)port;• is refused entry to any country by any government authority of that country; <p>we will pay reasonable additional discharge, carriage and storage costs incurred by the Policyholder to forward subject-matter insured to the destination to which it is insured or to return it to the Policyholder's premises. Provided that these costs cannot be recovered from the carrier or any other party, or when any attempt to recover these is uneconomic.</p> <p>Once a responsible employee is made aware of any of these circumstances, we must be advised as soon as is practicable.</p> <p>This Subject-matter insured will continue to be covered for its insured value until it is delivered to the destination to which it is insured or returned to the Policyholder's premises. Cover is subject to payment of any additional premium required by us.</p> <p>This clause does not cover:</p> <ol style="list-style-type: none">1) any reduction in value of subject-matter insured;2) any costs due to delivery of incorrect subject-matter insured;3) any costs or expenses incurred caused by or arising from pollution or to avoid or mitigate pollution or any threat of this;4) any costs arising from delays during Customs Authority checks or at border crossings;

Wording
Cargo Insurance
 Section 1: Cover Whilst in Transit

	<p>5) any costs due to subject-matter insured being refused entry to any country due to:</p> <ol style="list-style-type: none"> a) any subject-matter insured shipped under a quota system that exceeds the quota concerned; b) a failure to acquire any necessary licences and/or approvals; c) non-compliance with local regulations; d) a failure to pay any duty, tax, levy or similar fiscal charge.
<p>Cargo ISM, ISPS and SOLAS Weight Verification Requirement Forwarding Costs</p>	<p>We will pay reasonable additional carriage and storage costs incurred by you in forwarding subject-matter insured to either the destination to which it is insured or returning it to the Policyholder's premises:</p> <ol style="list-style-type: none"> 1) following release of subject-matter insured from a vessel arrested or detained at or diverted to any port or place (other than the intended port of destination) where the transit is terminated due to: <ol style="list-style-type: none"> a) the vessel not being certified in accordance with the ISM Code; b) a current Document of Compliance not being held by the vessel's owners or operators as required under the SOLAS Convention 1974 as amended; c) the vessel not being certified in accordance with the ISPS Code as required under the SOLAS Convention 1974 amended; 2) in consequence of the weight of a packed export container either not being verified or not correctly verified. When the Policyholder undertook the weight verification, cover will only apply if the incorrect verification was due to an inadvertent error or omission by an employee.
<p>Debris Removal Costs (Transit)</p>	<p>Following loss of or damage to subject-matter insured recoverable under Section 1 or an accident to the conveyance on which it was being carried, we will pay reasonable additional costs incurred by you arising from:</p> <ul style="list-style-type: none"> • removal and disposal of debris and/or destruction of damaged subject-matter insured; • transfer of subject-matter insured from one conveyance to another; • recovery and safe delivery of subject-matter insured. <p>This clause does not cover:</p> <ul style="list-style-type: none"> • any costs or expenses incurred caused by or arising from pollution or to avoid or mitigate pollution or any threat of this; • the costs of removal of subject-matter insured from any waterborne vessel or craft.
<p>Financial Loss</p>	<p>We will pay for additional financial loss incurred by the Policyholder:</p> <ol style="list-style-type: none"> 1) as a direct result of loss of or damage to subject-matter insured recoverable under this insurance; and/or 2) as a direct result of delay in delivery of subject-matter insured attributable to the carrying conveyance: <ul style="list-style-type: none"> • being damaged by fire or explosion; • being stranded, grounded, sunk or capsized; • being in collision or contact with any external object other than water;

- being overturned or derailed;
 - declaring a general average;
- 3) due to the carrying vessel being attacked or hijacked by pirates or the carrying aircraft being hijacked;
- 4) due to the closure of or lack of access to any transport route, port, airport or terminal following fire, explosion, flood, snow, ice, storm, tempest, volcanic action, lightning, earthquake, avalanche, landslide, mudslide or other similar natural force that causes physical damage.

This clause does not cover any:

- financial loss incurred under any contract or agreement unless the **Policyholder** would have been liable anyway if that contract or agreement did not exist;
 - financial loss as a result of the cancellation of any contract or loss of future orders or sales;
 - financial loss that does not relate directly to **subject-matter insured** delayed;
 - costs or expenses incurred caused by or arising from pollution or to avoid or mitigate pollution or any threat of this.
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Wording
Cargo Insurance
Section 2: Cover for Ancillary Equipment

	<p>Cover under Section 2 will only be provided for those clauses shown as insured in the Schedule within Situation Insured and is for the sole benefit of the Policyholder only. Please refer to the Schedule for the limits and deductibles applying to Section 2.</p>
Cover Employees' Effects	<p>The cover provided by Section 1 includes employees' effects, including clothing, but only:</p> <ul style="list-style-type: none">• whilst within vehicles owned or operated by the Policyholder;• whilst within a hotel room in which an employee is staying; and• should Exhibition and Demonstration be insured, whilst at exhibition or demonstration site; <p>during periods when employees are engaged on the Policyholder's normal business activities.</p> <p>We will only make payments under this clause following a request from the Policyholder.</p> <p>This clause does not cover loss or damage:</p> <ol style="list-style-type: none">1) which was not the result of a sudden identifiable and unintended or unforeseen external fortuitous cause;2) resulting from theft or attempted theft which does not involve forcible and violent means and/or actual or threatened assault or violence;3) resulting from theft or attempted theft of any:<ol style="list-style-type: none">a) computer equipment and peripherals;b) mobile telephones, satellite telephones and smart telephones;c) personal computers, laptop computers;d) handheld electronic products designed primarily for the storage, management, use or transmission of information by electronic means, for example computer tablet or slate devices and personal digital assistants;e) audio, audio-visual, camera and photographic equipment;f) satellite navigation and speed camera detection or warning equipment;4) which did not occur during the period of insurance.
Cover Engineers' and Policyholder's Representatives' Equipment	<p>The cover provided by Section 1 includes equipment, tools or samples belonging to the Policyholder, their representatives or employees and used for the purposes of the Policyholder's normal business activities, but only:</p> <ul style="list-style-type: none">• whilst in transit within vehicles owned or operated by the Policyholder, their representatives or employees or by any method of conveyance specified in the Schedule, including during loading onto and unloading from the vehicle or conveyance;• whilst on site or at the Policyholder's customer's premises, including when in use by the Policyholder's representatives or employees;• whilst in storage within vehicles owned or operated by the Policyholder, their representatives or employees;• whilst in storage within a Policyholder's representative or employee's hotel room, private dwelling or a garage which forms part of the Policyholder's representative's or employee's private dwelling. <p>This clause does not cover loss or damage:</p>

Wording
Cargo Insurance
Section 2: Cover for Ancillary Equipment

	<ol style="list-style-type: none">1) which was not the result of a sudden identifiable and unintended or unforeseen external fortuitous cause;2) resulting from theft or attempted theft which does not involve forcible and violent means and/or actual or threatened assault or violence. This does not apply whilst equipment, tools or samples are in transit by a method of conveyance which is not owned or operated by the Policyholder, their representatives or employees;3) resulting from theft or attempted theft of any:<ol style="list-style-type: none">a) computer equipment and peripherals;b) mobile telephones, satellite telephones and smart telephones;c) personal computers, laptop computers;d) handheld electronic products designed primarily for the storage, management, use or transmission of information by electronic means, for example computer tablet or slate devices and personal digital assistants;e) audio, audio-visual, camera and photographic equipment;f) satellite navigation and speed camera detection or warning equipment;from any vehicle which is owned or operated by the Policyholder, their representatives or employees, when this is unoccupied unless the equipment is placed out of sight;4) which did not occur during the period of insurance.
Cover Exhibition and Demonstration	<p>The cover provided by Section 1 includes exhibition goods and equipment comprising:</p> <ul style="list-style-type: none">• subject-matter insured;• tools and samples;• exhibition stands and equipment;• demonstration equipment; and• advertising and promotional goods; <p>belonging to the Policyholder or for which they are responsible and used for the purposes of the Policyholder's normal business activities, but only whilst in transit to or from or whilst at exhibition, trade fair or demonstration site for periods of up to of 30 days, including during unpacking, assembly, whilst in use, dismantling and repacking.</p> <p>The cover provided by this clause in respect of loss or damage resulting from theft or attempted theft of information technology equipment is subject to the limit stated in the Schedule. Within the context of this clause, by information technology equipment we mean:</p> <ul style="list-style-type: none">• computer equipment and peripherals;• personal computers, laptop computers;• handheld electronic products designed primarily for the storage, management, use or transmission of information by electronic means, for example computer tablet or slate devices and personal digital assistants. <p>We will pay for loss of non-recoverable exhibition costs which the Policyholder is contractually obliged to pay arising:</p> <ul style="list-style-type: none">• as a direct result of exhibition goods or equipment suffering loss or damage recoverable under this clause; and• from the Policyholder's consequent inability to attend any exhibition or trade fair during the 3 months immediately following the date of the incident giving rise to this loss or damage.

Wording
Cargo Insurance
Section 2: Cover for Ancillary Equipment

	<p>This clause does not cover loss or damage:</p> <ul style="list-style-type: none">• which was not the result of a sudden identifiable and unintended or unforeseen external fortuitous cause;• resulting from theft or attempted theft which does not involve forcible and violent means and/or actual or threatened assault or violence. This does not apply whilst subject-matter insured and other goods or equipment are in transit by a method of conveyance which is not owned or operated by the Policyholder, their representatives or employees.
Cover Materials Handling Equipment	<p>The cover provided by Section 1 includes loading, unloading and positioning equipment belonging to the Policyholder, or for which they are responsible, used for the purposes of their normal business activities and that is normally carried with the vehicle, whilst loaded on any vehicle owned or operated by the Policyholder or whilst being used by employees.</p> <p>This clause does not cover loss or damage:</p> <ul style="list-style-type: none">• which was not the result of a sudden identifiable and unintended or unforeseen external fortuitous cause;• resulting from theft or attempted theft which does not involve forcible and violent means and/or actual or threatened assault or violence;• which did not occur during the period of insurance.
Cover Own Goods and Equipment	<p>The cover provided by Section 1 includes the Policyholder's own goods and equipment used for the purposes of the Policyholder's normal business activities, but only whilst in transit within the United Kingdom, the Channel Islands, the Isle of Man and Ireland, including whilst being loaded onto or unloaded from the carrying vehicle or conveyance.</p> <p>The cover provided by this clause does not apply to goods or equipment which are the subject of an external commercial or internal, sale or purchase.</p> <p>This clause does not cover loss or damage:</p> <ol style="list-style-type: none">1) which was not the result of a sudden identifiable and unintended or unforeseen external fortuitous cause;2) resulting from theft or attempted theft which does not involve forcible and violent means and/or actual or threatened assault or violence. This does not apply whilst goods and equipment are in transit by a method of conveyance which is not owned or operated by the Policyholder, their representatives or employees;3) resulting from theft or attempted theft of any<ol style="list-style-type: none">a) computer equipment and peripherals;b) mobile telephones, satellite telephones and smart telephones;c) personal computers, laptop computers;d) handheld electronic products designed primarily for the storage, management, use or transmission of information by electronic means, for example computer tablet or slate devices and personal digital assistants;e) audio, audio-visual, camera and photographic equipment;f) satellite navigation and speed camera detection or warning equipment;from any vehicle when this is unoccupied unless the equipment is placed out of sight.

Wording
Cargo Insurance
 Section 2: Cover for Ancillary Equipment

<p>Cover Stowage Equipment</p>	<p>The cover provided by Section 1 includes stowage equipment comprising:</p> <ul style="list-style-type: none"> • tarpaulins, sheets, vehicle curtains; • ropes, chains, toggles, straps; • packing materials; • reusable pallets; <p>and similar equipment belonging to the Policyholder or for which they are responsible, used for the purposes of their normal business activities and whilst on vehicles owned or operated by the Policyholder.</p> <p>This clause does not cover loss or damage:</p> <ul style="list-style-type: none"> • which was not the result of a sudden identifiable and unintended or unforeseen external fortuitous cause; • resulting from theft or attempted theft which does not involve forcible and violent means and/or actual or threatened assault or violence; • which did not occur during the period of insurance.
<p>Subject-Matter Insured</p>	<p>Despite any provision to the contrary in either the Schedule or the Wording, Section 2 covers:</p> <ul style="list-style-type: none"> • computer equipment and peripherals; • mobile telephones, satellite telephones and smart telephones; • personal computers, laptop computers; • handheld electronic products designed primarily for the storage, management, use or transmission of information by electronic means, for example computer tablet or slate devices and personal digital assistants; • audio, audio-visual, camera and photographic equipment; • satellite navigation and speed camera detection or warning equipment; <p>when included within any clause that is insured.</p>
<p>Basis of Claims Settlement</p>	<p>At our option we will pay for the repair or replacement of any subject-matter insured, employees' effects, goods, equipment, stands, tools or samples which suffers loss or damage recoverable under Section 2, but will not pay more than:</p> <ul style="list-style-type: none"> • the new replacement cost for goods, equipment or effects, which are not more than one year old on the date of the incident giving rise to the claim under this insurance, otherwise replacement cost with goods, equipment or effects of a similar specification, condition and age; or • the Policyholder's liability under any applicable hire, loan, lease or other agreement.

Wording

Cargo Insurance

Section 3: Cover Whilst in Storage that is not in the Ordinary Course of Transit

	<p>Cover under Section 3 will only be provided if shown as insured in the Schedule within Situation Insured and is for the sole benefit of the Policyholder only.</p> <p>Please refer to the Schedule for the limits and deductibles applying to Section 3.</p>
Cover	<p>Section 3 covers all risks of loss of or damage to subject-matter insured which occurs during the period of insurance and whilst at the premises stated under Storage Premises and Limits in the Schedule, including whilst being moved within the confines of these premises. Cover under Section 3 terminates once subject-matter insured is set in motion for transit.</p>
SRCC and Terrorism	<p>The cover under Section 3 includes loss of or damage to subject-matter insured:</p> <ol style="list-style-type: none">1) caused directly by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions but not:<ol style="list-style-type: none">a) that resulting solely from any strikes, lock-outs, labour disturbances, riots or civil commotions taking place;b) that arising from the absence shortage or withholding of labour of any description whatsoever.2) whilst in storage at those premises which are in England, Scotland, Wales and Ireland only, caused by:<ol style="list-style-type: none">a) 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;b) any person acting from a political, ideological or religious motive; <p>but only up to a first-loss limit of GBP 100,000 or the limit applying at the premises whichever is the least. By a first-loss limit we mean that if the total insured value of subject-matter insured at risk exceeds this limit, then we will be liable for the insured value of any loss or damage recoverable under this insurance up to but not exceeding this limit.</p>
Section 2 Ancillary Equipment	<p>The cover under Section 3 includes any:</p> <ul style="list-style-type: none">• samples;• exhibition stands and equipment;• demonstration equipment;• advertising and promotional goods; <p>for which there is cover under Section 2.</p>

Clauses Providing Additional Cover

Mysterious Disappearance	<p>Despite the provisions of the Non-fortuitous Causes exclusion, Section 3 covers the mysterious disappearance of subject-matter insured whilst at premises which are not under the direct control of the Policyholder, but only up to the limit stated in the Schedule or the limit applying at the premises whichever is the least, both applying in the period.</p>
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Clauses Covering Additional Costs

<p>Debris Removal Costs (Storage)</p>	<p>Following loss of or damage to subject-matter insured recoverable under Section 3, we will pay reasonable additional costs incurred by the Policyholder arising from removal or disposal of debris and/or destruction of damaged subject-matter insured.</p> <p>The cover provided by this clause includes reasonable additional costs incurred by the Policyholder in removing subject-matter insured from premises to avoid or prevent immediately impending loss or damage recoverable under Section 3, but does not cover costs incurred following imposition of any Risk Improvement Requirement by us.</p> <p>This clause does not cover any costs or expenses incurred caused by or arising from pollution or to avoid or mitigate pollution or any threat of this.</p>
<p>Additional Conditions Precedent</p>	<p>In addition to the General Conditions Precedent to Liability, the cover provided under Section 3 is subject to the following Additional Conditions Precedent to our liability under this insurance.</p> <p>If any of these conditions precedent do not apply, this will be stated in the Schedule.</p>
<p>Construction of Own Buildings</p>	<p>Any building which is under the direct control of the Policyholder must be of substantial construction.</p> <p>Within the context of this condition, by substantial construction we mean a building (other than doors, windows and skylights) that is built entirely either of steel, brick, stone or concrete, having permanent foundations below ground level and roofed entirely with either slates, tiles, metal, concrete or sheets or slabs of entirely mineral composition.</p>
<p>Fire Extinguishing Devices</p>	<p>Any premises which are under the direct control of the Policyholder:</p> <ul style="list-style-type: none"> • must be equipped with the minimum fire extinguishing devices required by the relevant Authority; and • all of these devices must be in effective working order, maintained and tested according to manufacturers' maintenance guidelines and/or statutory fire regulations with appropriate records kept.
<p>Own Premises Intruder Alarm</p>	<p>Any premises under the direct control of the Policyholder must have the protection of an intruder alarm system which is installed, inspected and maintained under contract by an approved installer and which must protect all subject-matter insured situated within any building at the premises.</p> <p>Within the context of this condition, by approved installer we mean one that is approved or certified in the UK by the National Security Inspectorate (NSI) or the Security Systems and Alarms Inspection Board (SSAIB), or in Ireland by The National Standards Authority of Ireland (NSAI) or SSAIB, or as agreed by us.</p> <p>The intruder alarm system is deemed to include all equipment used to transmit signals to and from the premises in which it is installed.</p> <p>If we have approved the alarm system this must not have any alterations made to it, or be substituted without our agreement.</p> <p>The intruder alarm system must be kept in full working order and tested regularly.</p>

All intruder alarm system keys must be removed from the premises when these are closed for business or unattended and the secrecy of the codes for the operation of the intruder alarm system must be maintained and no details of the codes should be left on the premises.

Setting the intruder alarm system: whenever the premises are closed for business or left unattended the intruder alarm system must be set in its entirety and be fully operational, including acknowledgement of any monitoring party's connection setting signal.

Following an alarm condition requiring the attention of a key holder or identification of any fault in the intruder alarm system including the means to transmit or receive signals to or from the intruder alarm system, **subject-matter insured** must not be left unattended until the above procedure for setting the intruder alarm system has been repeated successfully.

We must be informed as soon as is practicable if:

- the **Policyholder** receives notice of withdrawal or reduction, or possible withdrawal or reduction, of response to intruder alarm activations by either the law enforcement authorities or the party who monitors the intruder alarm system;
- the intruder alarm system is otherwise rendered inoperable or ineffective.

During any period the alarm system is rendered inoperable or ineffective, the **Policyholder** will be responsible for 20% of the insured value of any **subject-matter insured** lost or damaged which results from theft, attempted theft, malicious damage or arson. Any **deductible** will also apply in addition, but prior to, this 20%.

The **Policyholder** must appoint a key holder and lodge details (which must be kept up to date) with the party who monitors the intruder alarm system.

A key holder can be either:

- a key holding company authorised by the **Policyholder** who is available at all times; and/or
- an **employee**, of which there should be a minimum of two, one of whom must be available at all times;

who has been fully trained in the operation of the intruder alarm system and who will accept notification of alarm activations or faults relating to the intruder alarm system and attend the premises.

The **Policyholder** must have effective procedures in place to bring the provisions of this condition to the attention of all **employees** and security guards who have responsibility for securing the premises and ensure these are understood by them. Any failure to do so will not affect the application of this condition.

Within the context of this condition, by unattended **we** mean at all times when an **employee** or professional security guard acting on the **Policyholder's** behalf does not have sight of and is not in a position to take action to prevent any unauthorised interference with or access to **subject-matter insured** or the premises in which it is contained unless precluded from doing so by forcible and violent means and/or actual or threatened assault or violence.

Own Premises Security – Locking of Premises	<p>Whenever any premises which are under the direct control of the Policyholder are unattended:</p> <ul style="list-style-type: none"> • all external points of access must be securely closed and locked; • all keys must be either removed from the building or kept in a secure place; and • any security or protective devices fitted at the building must be set and operational. <p>The Policyholder must have effective procedures in place to bring the provisions of this condition to the attention of all employees and security guards who have responsibility for securing the premises and ensure these are understood by them. Any failure to do so will not affect the application of this condition.</p> <p>Within the context of this condition, by unattended we mean at all times when an employee or professional security guard acting on the Policyholder's behalf does not have sight of and is not in a position to take action to prevent any unauthorised interference with or access to subject-matter insured or the premises in which it is contained unless precluded from doing so by forcible and violent means and/or actual or threatened assault or violence.</p>
Additional Restrictions	<p>In addition to the General Restrictions, the cover provided under Section 3 is subject to the following Additional Restrictions.</p> <p>If any of these restrictions do not apply, this will be stated in the Schedule.</p>
Average and Underinsurance	<p>If, immediately prior to the time of any loss or damage, the insured value of all subject-matter insured in store at the premises at which the loss or damage occurs is more than 10% higher than the limit applying at those premises, then any claim under this insurance will be reduced in proportion as follows:</p> <ul style="list-style-type: none"> • the limit applying at the premises; divided by • the insured value of all subject-matter insured at the premises at the time the loss or damage occurred.
Stillage Own Premises	<p>At any premises which are under the direct control of the Policyholder subject-matter insured must be stored a minimum of 10 cm above floor level. If it is not, then we will not cover the first 20% of the insured value of any damage, or the first GBP 20,000 if greater, caused by water.</p> <p>This restriction will not apply if the Policyholder can demonstrate that noncompliance did not increase the risk of the damage which occurred, in the circumstances in which it occurred.</p>
Stillage Third Party Premises	<p>The Policyholder must have effective procedures in place to give instructions and annual reminders to all parties who store subject-matter insured on their behalf, regardless of whether a specific charge is made for this, requiring that all subject-matter insured is stored a minimum of 10 cm above floor level. These instructions and reminders may be in any form, but a reply must be received from the storage provider confirming compliance with the requirement.</p> <p>If you do not have these procedures in place, then we will not cover the first 20% of the insured value of any damage, or the first GBP 20,000 if greater, caused by water.</p> <p>This restriction will not apply if the Policyholder can demonstrate that noncompliance did not increase the risk of the damage which occurred, in the circumstances in which it occurred.</p>

Additional Exclusions

In addition to the General Exclusions, the cover provided under Section 3 is subject to the following Additional Exclusions.

If any of these exclusions do not apply, this will be stated in the Schedule.

Section 3 does not cover:

Insolvency	loss, damage, liability, costs or expense arising from insolvency or financial default of the owners or operators of the premises in which subject-matter insured is stored where, at the time subject-matter insured is placed in store, the Policyholder is aware, or in the ordinary course of business should be aware, of the insolvency or financial default.
Insufficient Packing	loss, damage, liability, costs or expense caused by insufficiency or unsuitability of packing or preparation of subject-matter insured to withstand the ordinary incidents of storage when the packing or preparation is carried out by the Policyholder or employees , or prior to the attachment of this insurance.
Misconduct	loss, damage, liability, costs or expense attributable to any wilful misconduct or reckless act or omission of the Policyholder .
Non-fortuitous Causes	loss, damage, liability, costs or expense: <ul style="list-style-type: none"> • which was not the result of a sudden identifiable and unintended or unforeseen external fortuitous cause; • caused by inherent vice or nature of subject-matter insured; • arising from shortage discovered during stock or inventory taking unless this is commenced immediately following the discovery of a theft of subject-matter insured recoverable under this insurance; • arising from the misfiling or misplacing of information.
Other Sections	loss, damage, liability, costs or expense which are or would be recoverable under any other Section or clause of this insurance even; <ul style="list-style-type: none"> • if the Policyholder does not have the benefit of that Section or clause; or • when the insured value of subject-matter insured, employees' effects, goods, equipment, tools or samples exceeds the limit applying to that Section or clause; • when the claim is not recoverable under this insurance due to the application of the terms of that Section or clause.
Storage Below Ground Level	loss, damage, liability, costs or expense resulting from subject-matter insured being stored in basements or cellars, or otherwise below ground level.
Storage in the Open	loss, damage, liability, costs or expense resulting from subject-matter insured being stored in the open or in temporary structures. The provisions of this exclusion do not apply in respect of subject-matter insured whilst at premises which are not under the direct control of the Policyholder , but only up to the limit stated in the Schedule or the limit applying at the premises whichever is the least, both applying in the period.

Storage Outside Buildings	loss, damage, liability, costs or expense resulting from subject-matter insured being stored within containers, vehicles or other conveyances outside buildings other than as provided for within the Transit Extension Own Premises Parking clause contained within Section 1.
Unfitness of Premises	loss, damage, liability, costs or expense arising from unfitness of premises for the safe storage of subject-matter insured where, at the time subject-matter insured is placed in store, the Policyholder is aware, or in the ordinary course of business should be aware, of the unfitness.
Unimpeded Theft	<p>loss, damage, liability, costs or expense resulting from theft or attempted theft:</p> <ol style="list-style-type: none"> 1) which does not involve forcible and violent entry to or exit from the premises in which subject-matter insured was being stored; or 2) unless following upon actual or threatened assault or violence; or 3) by any person lawfully in the premises in which subject-matter insured was being stored, unless involving theft or attempted theft in the circumstances set out in parts 1 and 2 of this exclusion. <p>The provisions of this exclusion do not apply in respect of subject-matter insured whilst at premises which are not under the direct control of the Policyholder, but only up to the limit stated in the Schedule or the limit applying at the premises whichever is the least, both applying in the period.</p>
War Risks and Government Action	<p>loss, damage, liability, costs or expense:</p> <ul style="list-style-type: none"> • caused by war, civil war, revolution, rebellion, insurrection, or civil strife arising from any of those causes, or any hostile act by or against a belligerent power; • caused by actual or attempted capture, seizure, arrest, restraint or detainment and the consequences of these actions; • caused by derelict weapons of war; • caused by confiscation, nationalisation, requisition, expropriation; • caused by or under the order of any government, local or law enforcement authority other than when this is to protect life or prevent damage to property.

Wording
Cargo Insurance
Section 4: Additional Cover and Costs

The cover provided under Section 4 applies to this insurance as a whole. If any of these clauses do not apply to this insurance, this will be stated in the Schedule.
Please refer to the Schedule for the **limits** and **deductibles** applying to Section 4.

Additional Cover

Brand and Trademark Protection	<p>The Policyholder retains control of all damaged subject-matter insured, goods, equipment, tools or samples bearing brands, trademarks or other permanent markings which identify the Policyholder, their customer or their supplier and may have this either sold for the best available price after removal of all identifying markings, reconditioned, remanufactured or destroyed.</p> <p>Any action taken must be capable of verification by our nominated representative.</p>
Container Liability	<p>This insurance covers:</p> <ul style="list-style-type: none">• physical loss of or damage to containers and/or rail wagons whilst in the custody or control of the Policyholder and supplied to them for the purposes of carrying subject-matter insured;• demurrage costs for the late return of any container or rail wagon following physical loss or damage to these whilst in the custody or control of the Policyholder; <p>for which the Policyholder incurs a liability during the period of insurance, This clause does not cover containers and/or rail wagons on hire to or leased by or to the Policyholder.</p>
Contract Hire Arrangements	<p>In respect of contract hire agreements under which the Policyholder is supplied with vehicles and drivers and the provider of the vehicles has no contractual liability in respect of subject-matter insured, for the purpose of this insurance these vehicles will not be deemed as operated by the Policyholder and the drivers deemed to be outside their control.</p>
Contract Price	<p>Should any subject-matter insured which is sold or pre-sold and which is covered by this insurance suffer loss or damage whilst in transit, and as a direct result of which the Policyholder's contract of sale is cancelled in full or in part, the basis of valuation will be its sales or pre-agreed contract sales price or the basis of valuation stated in the Schedule, whichever is the greater.</p> <p>The basis of valuation provided by this clause applies only to subject-matter insured which suffers loss or damage and not to any other subject-matter insured, order or sale.</p>

Deception	<p>This insurance covers loss of subject-matter insured which occurs during the period of insurance occasioned through acceptance by the Policyholder or their agents of orders, documents or signatures, fraudulently prepared or otherwise, from any party who purports to be a purchaser or the proper party to receive or accept subject-matter insured.</p> <p>This clause does not cover any loss:</p> <ul style="list-style-type: none"> • involving the willing collusion of any employee; • when the Policyholder is unable to demonstrate to us that they have effective procedures in place to ensure that purchasers are genuine and who they claim to be and that subject-matter insured is despatched to the correct party. <p>The cover provided by this clause will operate even though subject-matter insured may not have commenced transit at the time any fraudulent or bogus order is received by the Policyholder.</p> <p>Regardless of where subject-matter insured was situated at the time of loss, claims made under this clause will be subject to the deductible applying to the transit undertaken.</p>
Deliberate Actions	<p>The cover provided by this insurance includes loss of or damage to subject-matter insured which occurs during the period of insurance caused directly by duly appointed Government Agencies:</p> <ul style="list-style-type: none"> • acting to avoid or mitigate a pollution hazard or threat of this, provided that the circumstances creating the pollution hazard must have been the direct result of an incident which, had this caused loss of or damage to subject-matter insured, would have been recoverable under this insurance; • during a conflagration or for the purpose of retarding the same, provided that when subject-matter insured is not in the ordinary course of transit neither this conflagration nor the loss or damage was caused by, or contributed to, risks covered under any Institute War Clause which constitutes part of this insurance; • arising out of inspection duties for Customs and/or immigration purposes; • acting to prevent or mitigate an actual or suspected terrorist attack or threat of this. <p>The cover provided by this clause is for the sole benefit of the Policyholder only.</p>
Duty and Taxes	<p>We will pay the amount of any customs and excise duty, tax, levy or similar fiscal charge paid or payable by you to central or local government revenue authorities on that part of any subject-matter insured that suffers loss or damage recoverable under this insurance.</p> <p>When we have made a payment under this clause, any rebates of customs and excise duty, tax, levy or similar fiscal charge must be repaid to us.</p>
Errors and Omissions	<p>The Policyholder will not be prejudiced by any unintentional error or omission relating to declarations of shipments under this insurance, provided that the Policyholder advises us of any error or omission as soon as it comes to their notice and pays any additional premium required.</p>
Fitness of Containers	<p>The Policyholder will not be prejudiced by any inadvertent omission to establish the fitness of any container that is not owned or operated by them.</p>

Wording
Cargo Insurance
 Section 4: Additional Cover and Costs

Packing	<p>We will not use insufficiency or unsuitability of:</p> <ul style="list-style-type: none"> the packing or preparation of subject-matter insured; and/or stowage in a container; <p>as a defence against a claim under this insurance if this has not been carried out by the Policyholder or employees and has arisen entirely outside the Policyholder's control without the knowledge of a responsible employee.</p> <p>In respect of subject-matter insured shipped unpacked and/or partially protected cover remains subject to the Subject-Matter Insured Unpacked or Partially Protected General Exclusion.</p>
Pairs and Sets	<p>If any subject-matter insured being part of a pair or set, which is insured by us in its entirety, suffers loss or damage recoverable under this insurance and is beyond satisfactory economic repair or replacement, we will pay for the insured value of the whole pair or set.</p> <p>When the pair or set is not insured by us in its entirety, we will not pay:</p> <ul style="list-style-type: none"> more than the proportionate insured value of any particular part which is lost or damaged and that is covered by this insurance; or for any consequent depreciation of the pair or set or any part of this.

Additional Costs

Airfreight and Express Replacement	<p>Should there be loss of or damage to subject-matter insured recoverable under this insurance, at the Policyholder's option we will pay the reasonable costs of dispatch by the most expedient method of shipment of:</p> <ul style="list-style-type: none"> replacement subject-matter insured to the destination to which it is insured; or damaged subject-matter insured for repair and subsequent return.
Employees' Costs	<p>Should any vehicle in which employees are travelling on the Policyholder's normal business activities be rendered unserviceable during the period of insurance by accident, breakdown, theft or malicious damage, the circumstances of which prevent the employees remaining with the vehicle or returning home before 22.00 hours on the day of the incident we will pay reasonable costs incurred:</p> <ul style="list-style-type: none"> in respect of overnight accommodation for the employees; and for the repatriation of employees to the Policyholder's country of domicile and the provision of a replacement driver.
Fumigation	<p>Should subject-matter insured be fumigated during the period it is covered by this insurance, and irrespective of whether actual contamination or infestation is identified, we will pay the costs of fumigation incurred, provided that this is in addition to any normal procedure.</p>

Wording
Cargo Insurance
 Section 4: Additional Cover and Costs

<p>Labels</p>	<p>Should labels or wrappers suffer loss or damage recoverable under this insurance, and irrespective of whether or not the remaining subject-matter insured is damaged, we will pay the reasonable costs of new labels or wrappers including applying these and of re-packing.</p> <p>But in no case will we pay:</p> <ul style="list-style-type: none"> • for any depreciation in value consequent upon the application of new labels or wrappers; • for any depreciation in value of subject-matter insured which cannot be identified due to labels or wrappers being lost or damaged; • an amount greater than the insured value of affected subject-matter insured.
<p>Professional Fees</p>	<p>Following loss of or damage to subject-matter insured recoverable under this insurance, we will pay reasonable additional costs incurred by the Policyholder in respect of professional consultants which would not normally be incurred by the Policyholder necessary for the repair, reinstatement or replacement of subject-matter insured.</p> <p>The limit stated in the Schedule to which the cover provided by this clause is subject is payable in addition to any other amount recoverable under this insurance.</p>
<p>Re-Packing Including Presentation Packaging</p>	<p>Should packing, which is required for subsequent transit or storage, suffer loss or damage recoverable under this insurance we will pay for the reasonable costs of re-packing subject-matter insured to an identical standard irrespective of whether or not this is damaged.</p> <p>We will pay for the reasonable costs of replacing any presentation or trade-marked packaging when the condition of this, following loss or damage recoverable under this insurance, prevents subject-matter insured from being sold or displayed for sale.</p> <p>Our liability under the clause is limited to a maximum of GBP 5,000 unless our prior agreement has been obtained in respect of any expenditure which in total exceeds this amount.</p>
<p>Testing, Sorting and Segregating</p>	<p>Should there be indication of loss of or damage to subject-matter insured recoverable under this insurance, we will pay the reasonable costs of testing, sorting and segregating this regardless of whether actual loss or damage is found.</p> <p>We will also pay any reasonable re-packing costs and additional carriage and storage charges incurred.</p> <p>Our liability under the clause is limited to a maximum of GBP 5,000 unless our prior agreement has been obtained in respect of any expenditure which in total exceeds this amount.</p>
<p>Transit Documentation</p>	<p>We will pay for reasonable additional costs incurred by the Policyholder in reinstating, including reinstatement of data entries to on-line, web-based and other electronic data systems, any documents of title, carriage or other documents which suffer loss or damage during the period of insurance and which are necessary for the satisfactory completion of the transit of subject-matter insured.</p> <p>However, should it not be possible to reinstate the documents or data entries and in consequence subject-matter insured has to be returned to the Policyholder or the consignor, the additional costs of this return transit are recoverable under this clause.</p>

Wording
Cargo Insurance
General Conditions Precedent to Liability

	<p>The following Policy Conditions Precedent to our liability under this insurance apply to the cover provided by this insurance as a whole.</p> <p>If any of the conditions precedent do not apply to this insurance, this will be stated in the Schedule.</p>
Reasonable Precautions	<p>You must take all reasonable and practical precautions to avoid or minimise loss, damage, liability, costs or expense which may be covered by this insurance and to protect subject-matter insured, having due regard to its susceptibility to the risks to which it is exposed at any given time.</p>
Waiver of Recovery Rights	<p>To ensure our rights of recovery under subrogation are maintained, you must not, without our prior agreement, waive any rights you have against carriers or other parties. If you do, then any claim under this insurance will be reduced by the amount we are unable to recover because of that waiver.</p>

	<p>The following General Restrictions apply to the cover provided by this insurance as a whole.</p> <p>If any of these restrictions do not apply to this insurance, this will be stated in the Schedule.</p>
Cutting	<p>Should any subject-matter insured suffer damage recoverable under this insurance and the undamaged portion remains in reasonable circumstances usable if cut to a shorter length or smaller area, our liability under this insurance will be limited to:</p> <ul style="list-style-type: none"> • the proportion of the insured value that the damaged part removed bears to the original length or area plus the costs of the cutting operation, or • the insured value of the damaged subject-matter insured; <p>whichever is the least.</p>
Machinery and Equipment Valuation	<p>When this insurance covers machinery or electrical, electronic or mechanical equipment, should any part of a machine or piece of equipment suffer loss or damage recoverable under this insurance:</p> <ol style="list-style-type: none"> 1) in respect of new machinery or equipment, we will pay the costs of replacing, assembling, repairing and forwarding parts which are lost or damaged, together with the labour and installation charges necessary to restore the affected machine or equipment to a condition as good as, but no better than its condition immediately prior to the loss or damage occurring; or 2) in respect of machinery or equipment which is not new; <ol style="list-style-type: none"> a) we will pay the costs of replacing, assembling, repairing and forwarding parts that are lost or damaged, and refitting if incurred; but b) should it be necessary to purchase or manufacture new parts or accessories, we will only pay a proportion of the value of these parts or accessories calculated as follows: <ol style="list-style-type: none"> i) the insured value of the machine; divided by ii) the cost of a similar new machine. <p>But in no case will we pay more than the insured value of the complete machine.</p> <p>Machinery or equipment which is not new must not be insured for an amount greater than its replacement cost with goods or equipment of a similar specification, condition and age.</p> <p>Within the context of this restriction, by new we mean machinery or equipment that is:</p> <ul style="list-style-type: none"> • one year old or less on the date the loss or damage occurs; or • that has completed a process of reconditioning, restoration or remanufacturing in accordance with the Subject-Matter Insured Reconditioned General Restriction during the 12 months immediately prior to the loss or damage occurring.
Subject-Matter Insured Damaged	<p>Subject-matter insured which is damaged prior to attachment of this insurance is covered whilst in the ordinary course of transit only, but Clause 1 of the Institute Cargo Clauses (A) CL.382 01.01.2009 and Institute Cargo Clauses (Air) (Excluding Sendings By Post) CL.387 01.01.2009 is deleted and replaced with:</p> <ol style="list-style-type: none"> 1. This insurance covers, except as excluded by the provisions of Clauses 4, 5, 6, and 7 of the Institute Cargo Clauses (A) CL.382 01.01.2009 or Clauses 3, 4 and 5 Institute Cargo Clauses (Air) (Excluding Sendings By Post) CL.387 01.01.2009,

- 1.1. loss of or damage to **subject-matter insured** attributable to
 - 1.1.1 fire or explosion
 - 1.1.2 accident to or breakdown of the carrying conveyance
 - 1.1.3 accidents during loading onto or unloading from any conveyance or shifting of cargo
 - 1.1.4 negligence of Master officers crew pilots repairers or charterers of the carrying conveyance
 - 1.1.5 discharge of cargo at a port of distress
 - 1.1.6 storm tempest flood earthquake volcanic eruption or lightning,
- 1.2. loss of or damage to **subject-matter insured** caused by
 - 1.2.1 general average sacrifice
 - 1.2.2 jettison or washing overboard
 - 1.2.3 entry of sea lake or river water into vessel craft hold conveyance **container** or place of storage
 - 1.2.4 barratry or piracy
 - 1.2.5 theft or attempted theft
 - 1.2.6 deliberate damage to **subject-matter insured** by the wrongful act of any person.

Except that if a report including photographs which fully details the current condition of **subject-matter insured** is undertaken by a suitably qualified engineer or surveyor a maximum of 21 days before the date transit commences, cover will be subject to the terms of this insurance without amendment, but does not cover any loss or damage noted in this report. This report will need to be submitted to **us** should a claim be made under this insurance.

Subject-Matter Insured Other Parties' Goods for Repair

Should this insurance provide cover for **subject-matter insured** belonging to other parties whilst in the care, custody or control of the **Policyholder** for the purposes of repair, refurbishment, rectification, recalibration, restoration or testing, then for cover to operate:

- **subject-matter insured** must be at the **Policyholder's** risk at the time of the incident giving rise to the claim; and
- **subject-matter insured** must be in the **Policyholder's** care, custody or control for the purposes of their normal business activities; and
- the value of either all of **subject-matter insured** involved or the **Policyholder's** turnover applicable to the work undertaken must be included in the values advised to **us** prior to inception of this insurance and (if applicable) within any declaration of actual values under this insurance.

The **basis of valuation** applying to this **subject-matter insured** will be the replacement cost on the date the loss or damage occurred with goods or equipment of a similar specification, condition and age, but **we** will not pay more than the **Policyholder's** liability under any applicable contract in relation to the work being undertaken.

Wording
Cargo Insurance
General Restrictions

Subject-Matter Insured Reconditioned	<p>Subject-matter insured which has been fully reconditioned, restored or remanufactured will be treated by us as new subject to:</p> <ul style="list-style-type: none">• this not having been used or in operation since undergoing any of these processes, other than for the purposes of testing or trial; and• the work having been carried out by a company whose work carries a guarantee.
Subject-Matter Insured Recorded Information	<p>In respect of loss of subject-matter insured which constitutes recorded information:</p> <ul style="list-style-type: none">• we will only make a payment under this insurance if there is loss of or damage to the storage medium on which the recorded information is stored; but• will not pay for more than the replacement cost of the storage medium upon which the recorded information was stored plus the cost of copying the recorded information onto new storage medium.

Wording
Cargo Insurance
 General Exclusions

	<p>The following General Exclusions apply to the cover provided by this insurance as a whole.</p> <p>If any of these exclusions do not apply to this insurance, this will be stated in the Schedule.</p> <p>Other than in respect of any cover provided under Section 3, the General Exclusions incorporate the exclusions contained within the Institute Clauses which constitute part of this insurance.</p>
<p>Sanction Limitation and Exclusion</p>	<p>This insurance does not provide cover and we shall not be liable to pay any claim or provide any benefit to the extent that the provision of the cover, payment of the claim or provision of the 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 United Kingdom, European Union or United States of America.</p> <p>This exclusion shall be paramount and shall override anything contained in this insurance that is inconsistent with it.</p>
<p>Communicable Disease Exclusion</p>	<ol style="list-style-type: none"> 1) Despite any provision to the contrary in either the Schedule or the Wording, this insurance does not cover any loss, damage, liability, claim, costs 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 to the loss, damage, liability, claim, costs or expense. 2) Within the context of this exclusion, by communicable disease we mean any disease which can be transmitted by means of any substance or agent from any organism to another organism where: <ol style="list-style-type: none"> c) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation of these, whether deemed living or not, and d) 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 e) the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.
<p>Cyber Exclusion</p>	<ol style="list-style-type: none"> 1) Subject only to part 3 of this exclusion, in no case shall this insurance cover loss, damage, liability, costs 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 terms of this insurance, the cover otherwise provided 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 that use or operation is not as a means for inflicting harm. 3) If this insurance covers the risks of: <ol style="list-style-type: none"> a) war, civil war, revolution, rebellion, insurrection, or civil strife arising from any of those causes, or any hostile act by or against a belligerent power; or b) 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

	<p>the overthrowing or influencing, by force or violence, of any government whether or not legally constituted; or</p> <p>c) any person acting from a political, ideological or religious motive;</p> <p>part 1 of this exclusion shall not operate to exclude loss, damage, liability, costs or expense (which is otherwise recoverable under this insurance) 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.</p> <p>Other than in respect of specific cover provided by any Cyber Write-Back stated in the Schedule, this exclusion shall be paramount and shall override anything contained in this insurance that is inconsistent with it.</p>
<p>Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion</p>	<p>In no case shall this insurance cover loss, damage, liability, costs or expense directly or indirectly caused by or contributed to by or arising from:</p> <ul style="list-style-type: none"> • ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; • the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component of these; • any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; • the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter, but this does not extend to radioactive isotopes, other than nuclear fuel, when these isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; • any chemical, biological, bio-chemical, or electromagnetic weapon. <p>This exclusion shall be paramount and shall override anything contained in this insurance that is inconsistent with it.</p>
<p>Termination of Transit (Terrorism) Exclusion</p>	<p>This insurance does not cover:</p> <p>1) loss, damage, liability, costs or expense directly or indirectly caused by or contributed to by or arising from:</p> <ul style="list-style-type: none"> • 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; <p>when subject-matter insured is not in the ordinary course of transit and, in consequence cover terminates either:</p> <ol style="list-style-type: none"> a) as per the transit clauses contained within this insurance; 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 to which it is insured; 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 to which it is insured, which the Assured or their employees elect

	<p>to use either for storage other than in the ordinary course of transit or for allocation or distribution; or</p> <p>d) when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit; or</p> <p>e) in respect of sea transits, on the expiry of 60 days after completion of discharge oversee of subject-matter insured from the oversea vessel at the final port of discharge;</p> <p>f) in respect of air transits, on the expiry of 30 days after unloading subject-matter insured from the aircraft at the final place of discharge;</p> <p>whichever occurs first,</p> <p>except that,</p> <p>when the terms this insurance make specific provision to cover loss of or damage to subject-matter insured caused by any act of terrorism outside the ordinary course of transit, the cover that would otherwise have been excluded by part 1 of this exclusion will continue but our liability will be subject to the limit stated within that specific provision.</p> <p>2) If this insurance provides cover for inland or other further transits following on from storage, or termination as provided for in part 1 of this exclusion, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with this exclusion.</p> <p>This exclusion shall be paramount and shall override anything contained in this insurance that is inconsistent with it.</p>
Other Exclusions	This insurance does not cover:
Avoidable Theft Vehicle Locking	<p>theft or attempted theft of subject-matter insured from or with any vehicle:</p> <ul style="list-style-type: none"> • owned or operated by the Policyholder; or • owned, hired, leased or borrowed by an employee; or • owned or operated by a Policyholder's representative; <p>which is left unattended unless all of the following requirements are complied with:</p> <ul style="list-style-type: none"> • all points of access to the vehicle must be securely closed and locked; • any top boxes or panniers must be securely closed and locked; • all keys must be removed from the vehicle and either retained by the Policyholder, the employee or representative or kept in a secure place; • any security devices fitted to the vehicle must be set and operational; and • in the case of motorcycles and their trailers, outside the normal working day, subject-matter insured must be removed to a locked secure building unless the motorcycle and/or trailer is parked in a locked secure building. <p>Within the context of this exclusion, by unattended we mean at all times when an employee, the representative or professional security guard acting on the Policyholder's behalf does not have sight of and is not in a position to take action to prevent any unauthorised interference with or access to the vehicle or contents, unless precluded from doing so by forcible and violent means and/or actual or threatened assault or violence.</p> <p>The Policyholder must have effective procedures in place to bring the provisions of this exclusion to the attention of all employees and representatives who have</p>

	<p>responsibility for securing the vehicle and ensure these are understood by them. Any failure to do so will not affect the application of this exclusion.</p> <p>If an employee or representative fails to comply with these requirements, but the Policyholder can clearly evidence to us that they have effective procedures in place to bring the provisions of this exclusion to the attention of all employees and representatives who drive or have responsibility for vehicles, cover will be provided subject to the Policyholder being responsible for 10% of the insured value of any loss or damage resulting from theft or attempted theft. Any deductible will also apply in addition, but prior to, this 10%.</p>
Avoidable Theft Vehicle Overnight Parking	<p>theft or attempted theft of subject-matter insured from or with any vehicle:</p> <ul style="list-style-type: none">• owned or operated by the Policyholder; or• owned, hired, leased or borrowed by an employee; or• owned or operated by a Policyholder's representative; <p>which is left unattended prior to or after completion of the working day or during non-working days when the insured value of subject-matter insured and all other goods and equipment within the vehicle exceeds GBP 7,500, unless the vehicle is parked in accordance with one of the following requirements:</p> <ul style="list-style-type: none">• in a fully enclosed building of substantial construction which is either securely locked or under constant supervision; or• in a compound or yard which is fully enclosed by a perimeter wall or fencing and either has its gates securely locked or is under constant supervision; or• in a vehicle security park which is under constant supervision. <p>If it is not possible to comply with one of these requirements, subject-matter insured may be removed from the vehicle to either:</p> <ul style="list-style-type: none">• a fully enclosed building of substantial construction; or• an employee's or Policyholder's representative hotel room or private dwelling or a garage which forms part of the employee's or Policyholder's representative's private dwelling; and <p>subject to the other terms of this insurance, cover for any loss of or damage to subject-matter insured resulting from theft or attempted theft will be payable when following entry to or exit from the building by forcible and violent means and/or actual or threatened assault or violence.</p> <p>Within the context of this exclusion:</p> <ul style="list-style-type: none">• by unattended we mean at all times when an employee, the representative or professional security guard acting on the Policyholder's behalf does not have sight of and is not in a position to take action to prevent any unauthorised interference with or access to the vehicle or contents, unless precluded from doing so by forcible and violent means and/or actual or threatened assault or violence. Subject-matter insured contained within a vehicle or the vehicle itself will not be deemed as unattended if the employee has parked-up and is asleep within the vehicle.• by substantial construction we mean a building (other than doors, windows and skylights) that is built entirely either of steel, brick, stone or concrete, having permanent foundations below ground level and roofed entirely with either slates, tiles, metal, concrete or sheets or slabs of entirely mineral composition. <p>The Policyholder must have effective procedures in place to bring the provisions of this exclusion to the attention of all employees and representatives who have</p>

	<p>responsibility for securing the vehicle and ensure these are understood by them. Any failure to do so will not affect the application of this exclusion.</p> <p>If an employee or representative fails to comply with one of these requirements, but the Policyholder can clearly evidence to us that they have effective procedures in place to bring the provisions of this exclusion to the attention of all employees and representatives who drive, or have responsibility for vehicles, cover will be provided subject to the Policyholder being responsible for 10% of the insured value of any loss or damage resulting from theft or attempted theft. Any deductible will also apply in addition, but prior to, this 10%.</p>
Electrical, Electronic or Mechanical Derangement	<p>electrical, electronic or mechanical derangement or failure of subject-matter insured which was not the result of a sudden identifiable and unintended or unforeseen external fortuitous cause. But this exclusion will only apply to that part of any subject-matter insured directly affected and not to the remainder or other surrounding subject-matter insured which is damaged in consequence, unless otherwise excluded from the cover provided.</p>
Other Insurances	<p>loss, damage, liability, costs or expense which are covered by or would, but for the existence of this insurance, be covered by any other insurance arrangements except in respect of any additional amounts beyond the amount which would have been payable under these other insurance arrangements had this insurance not been effected.</p>
Process, Use or Operation	<p>loss, damage, liability, costs or expense:</p> <ul style="list-style-type: none"> caused by or arising from subject-matter insured being in use, in operation, being worked on or undergoing any process or procedure connected with its production, for example manufacture, conversion, treatment, assembly, dismantling, modification, renovation, re-conditioning, testing, servicing or repair; or attributable to faulty assembly or construction of subject-matter insured. <p>But this exclusion:</p> <ul style="list-style-type: none"> will only apply to that part of any subject-matter insured directly affected and not to the remainder or other surrounding subject-matter insured which is damaged in consequence, unless otherwise excluded from the cover provided; and does not apply in respect of packing, labelling, wrapping and similar activities necessary for the dispatch or receipt of subject-matter insured.
Specific Risks	<ul style="list-style-type: none"> rusting, oxidation, discolouration; scratching, bruising, denting, marring, chipping and subsequent costs of repainting; twisting, bending, distortion; <p>of subject-matter insured which was not the result of a sudden identifiable and unintended or unforeseen external fortuitous cause.</p>
Subject-Matter Insured Unpacked or Partially Protected	<ul style="list-style-type: none"> rusting, oxidisation, discolouration; scratching, bruising, denting, marring, chipping, costs of repainting; twisting, bending, distortion; <p>absolutely, of subject-matter insured which is unpacked or partially protected.</p>

Wording
Cargo Insurance
General Exclusions

	Subject-matter insured shipped in containers or on trailers without any other form of packing or protection will be treated by us as unpacked or partially protected.
Wear, Tear and Gradual Deterioration	wear and tear or gradual deterioration of subject-matter insured .

	Introduction
Introduction	<p>This introduction does not form part of the terms of this insurance.</p> <p>To make or notify a potential claim, please report this to the claims contact shown in the Schedule. Depending on the value and type of loss involved, we may:</p> <ul style="list-style-type: none"> ask you for additional information and supporting documentation; appoint an independent loss adjuster or surveyor to investigate the circumstances. <p>A loss adjuster or surveyor is there to assist you, particularly in minimising the loss or damage and arranging any salvage sale.</p> <p>We aim to deal with your claim promptly and fairly, and will keep the Policyholder's insurance broker or other advisor updated on the progress of your claim.</p> <p>Whilst we require you to hold third parties, including carriers, liable for any loss or damage, we do not expect you to finalise this action before we will consider your claim, unless any contract term or other legal requirement prevent us from enforcing your rights. Please be aware that there may be specific time periods for carriers and other bailees to be notified of loss or damage and for claims to be submitted. We strongly recommend that you hold all third parties liable immediately you become aware of the possibility of loss or damage.</p> <p>We may ask you to sign a Subrogation Form. This formally transfers any rights you have against responsible parties to us, enabling us to seek a recovery from them. Successful recovery action assists in protecting your loss record.</p> <p>Following a request from you, we will consider including any uninsured losses you may have in any attempted recovery exercise. However, carriers and other parties usually trade under conditions which restrict their liability, and a full recovery is often not possible.</p> <p>After a loss the Policyholder may find it useful to review with their insurance broker or other advisor their business risks and how well the business is managing these.</p>
	Claims Conditions and Procedures
Claims Conditions and Procedures	<p>The following Claims Conditions and Procedures apply to the cover provided by this insurance as a whole.</p> <p>If any of these conditions or procedures do not apply to this insurance, this will be stated in the Schedule.</p> <p>You must keep to the following conditions and procedures whenever you need to make a claim under this insurance. If you do not and this prejudices the investigation, defence or mitigation of any claim or reduces our legal or financial rights under this insurance, we may refuse to pay you for any part of or all of your claim.</p>

Wording
Cargo Insurance
 Claims Conditions and Procedures

Notification	<p>Should subject-matter insured suffer loss or damage, or you become aware of an incident or circumstances which may give rise to a claim under this insurance, you must as soon as practicable and within 7 days report this to the claims contact shown in the Schedule. This can be done either by phone, email or post.</p> <p>You should not delay reporting a claim whilst gathering information. However, if you have reasonable grounds to believe that your resultant claim under this insurance is likely to be GBP 5,000 or less, you may defer reporting until you are in a position to provide a fully documented claim. However, you must take all reasonable measures to avoid or minimise any claim recoverable under this insurance, and these are detailed within Actions by You.</p>
NMU Fast Track	<p>Claims of GBP2,500 or less (before the application of any deductible) can be dealt with via NMU's web based claim form, without the need to submit any further information or documentation. This form, together with full details and Conditions of Use can be found at https://www.nmu.co.uk/fast-track-form-cargo/</p>
Claims made outside the UK or Ireland against a Certificate of Marine Insurance	<p>You may contact us or the local Lloyd's Claims Settling Agent. Your nearest Lloyd's Agent can be found at www.lloydsagency.com or by contacting:</p> <p>Claims Department NMU The Exchange, New York Street, Manchester, M1 4HN 0161 236 3380 claims@nmu.co.uk</p>
Information Required	<p>When first reporting a claim please provide:</p> <ul style="list-style-type: none"> • a description of the circumstances giving rise to the claim; • an estimate of the value of the claim; • if this estimated value is greater than GBP 5,000, the address at which any damaged subject-matter insured is located, together with the name and contact details of a suitable person with whom a survey, if required, can be arranged; • the dates subject-matter insured commenced transit and arrived, or should have arrived, at their destination. <p>When we appoint a loss adjuster or surveyor, fees charged by them will be paid by us.</p>
Actions by You	<p>In relation to a claim under this insurance:</p> <p>You must:</p> <ol style="list-style-type: none"> 1) promptly take all reasonable measures to avoid or minimise any loss or damage. This includes taking any steps required by us or any party appointed by us. In particular: <ol style="list-style-type: none"> a) record any loss or damage found at the time of delivery on the delivery note or similar document; b) examine trailers, containers and their seals to ensure these are intact and that the seal numbers match those shown on the documentation, record any discrepancy on the delivery note or similar document, retain the seal; c) when a full check of the consignment is not possible at the time of delivery, complete this as soon as practicable;

	<ol style="list-style-type: none">2) take all necessary steps to protect rights against carriers, warehouse keepers, bailees and other third parties who may have a liability for the incident, including holding these parties liable in writing as soon as possible;3) if you suspect a crime has been committed, then as soon as you become aware of the circumstances contact the law enforcement authorities and request a crime reference number;4) send to us as soon as possible full details of the claim and provide the claims documentation outlined within Claims Documentation;5) provide to us all necessary assistance to handle the claim. <p>You must not:</p> <ol style="list-style-type: none">1) give clean receipts when you believe there to be loss or damage or when containers, trailers or seals appear to have been tampered with;2) release any carrier or other party from liability;3) admit any liability or offer to make any payment without our agreement. <p>Failure of the Policyholder's customers or other interested parties or inadvertent omission by employees in holding carriers or other responsible parties liable within any time limitations will not prejudice the Policyholder's or, when requested by the Policyholder, any assignee's rights of recovery under this insurance.</p>
Claims Documentation	<p>To handle your claim we will typically need the following:</p> <ul style="list-style-type: none">• A completed claim form, if requested by us.• A quantified claim noting the items affected, their value together with the amount of any duty being claimed. Please enclose evidence of any customs and excise duty paid and any repair accounts.• The original certificate of insurance, if issued.• Evidence of the value of the goods, for example the sales invoice for subject-matter insured affected.• If not stated on the invoice, confirmation of the terms of sale ("Incoterm").• Copy freight invoice, if applicable.• The packing list, if issued, for subject-matter insured affected.• The carriage document, for example consignment note, original bill of lading, original air waybill.• The document signed on delivery by the receiver of the goods usually the delivery receipt, P.O.D., inbound/outbound warehouse receipts, to evidence the condition on arrival and where the loss or damage occurred.• Correspondence exchanged with carriers and other third parties regarding their liability.• Any CCTV footage or photographs that are available relevant to the loss or damage.• Any crime reference number issued. <p>Dependent on the circumstances additional documentation may be required.</p>

Wording
Cargo Insurance
 Claims Conditions and Procedures

<p>Costs Incurred by You</p>	<p>We will, in addition to any loss or damage recoverable under this insurance, pay reasonable costs incurred by you to avoid or minimise any claim which may be covered by this insurance. These include demurrage or similar costs incurred by you following the late return of any vehicle or container detained at our request. Our liability for demurrage or similar costs will cease 48 hours after we have confirmed to you that the vehicle or container can be released.</p> <p>Our prior agreement must be obtained in respect of any expenditure which exceeds GBP 5,000 in total.</p>
<p>Insurable Interest and Identifiable Incidents</p>	<p>In order to recover under this insurance you must have an insurable interest in the affected subject-matter insured at the time the loss or damage occurs, or subsequently acquire a contingent financial interest, and be able to show that this loss or damage:</p> <ul style="list-style-type: none"> • occurred during the transit or storage for which cover was provided; or • at any other time during which cover is provided by this insurance; and • occurred within the scope of this insurance; and • was caused by an identifiable occurrence, incident or accident.
<p>Control of Claims</p>	<p>We may, at our expense, take all necessary steps to enforce your rights against carriers or other third parties, including requiring you to take action against these parties. You must not do anything before or after we pay your claim to affect our rights, and you must give us any assistance or information we ask for.</p>
<p>Recoveries Apportionment</p>	<p>In respect of claims when the deductible (or excess) payable by the Policyholder is greater than GBP500 and a recovery is obtained from a carrier or other third party, the net recovery will be apportioned between the Policyholder and Insurers in the same proportion as these parties have borne the loss.</p>
<p>Non-Delivery</p>	<p>Should subject-matter insured be stolen or lost, and once reasonable steps have been taken to locate this, we agree to make settlement to the Policyholder if this subject-matter insured has not been located following the expiry of 60 days from the anticipated delivery date of this subject-matter insured to the destination to which it is insured.</p> <p>This payment to be repaid to us in full should it be established that the loss is not recoverable under this insurance.</p>
<p>Unknown Loss</p>	<p>Should subject-matter insured suffer loss or damage and the cause cannot be promptly determined we will, within 30 days from the submission of proof of both value and loss or damage, make an on account payment to the Policyholder equating to 70% of the insured value of subject-matter insured.</p> <p>Any on account payment to be repaid to us in full should it be established that the loss or damage is not recoverable under this insurance.</p>
<p>Payment on Account</p>	<p>When we agree that a claim is recoverable under this insurance but the final settlement amount has not been determined, we will at the Policyholder's request pay any amounts that can be agreed or make an "on account" payment of 70% of the anticipated value of the claim, pending final adjustment within the terms of this insurance.</p>

Wording
Cargo Insurance
 Claims Conditions and Procedures

Exchange Rates	<p>In respect of claims submitted in the United Kingdom, we will make settlement in GBP unless the premium was paid in another currency, in which case settlement will either be in that currency or GBP at the Policyholder's option.</p> <p>For the purposes of claims adjustment and payment, if we need to convert currency we will use the Interbank exchange rate at the time settlement is calculated by us.</p>
Repair Costs	<p>Should subject-matter insured suffer damage recoverable under this insurance and we agree that the Policyholder will undertake repairs, then the costs of these will be based on the Policyholder's normal commercial rates for these repairs.</p>
Cover During Repair	<p>Following loss or damage recoverable under this insurance, during the period of repair the affected subject-matter insured will continue to be covered by this insurance until delivered to the destination to which it is insured or to an alternative destination.</p>
Interest of Other Parties	<p>At the Policyholder's written request accompanied by supporting documentation, we will make settlement to a lender or other party having an interest in any subject-matter insured which is the subject of a claim.</p>
Loss Payee	<p>If a Loss Payee is noted under this insurance, we may be required to make settlement direct to that party.</p>
Your Responsibility to Give Us Correct Information	<p>If you or anyone acting on your behalf:</p> <ul style="list-style-type: none"> • makes a claim that is known to be false or exaggerated in any way; • supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine); • deliberately or recklessly withholds information or provides responses that are inaccurate or incomplete; <p>then:</p> <ul style="list-style-type: none"> • we will refuse to pay the whole of your claim; and • we will recover from you any amounts that we have already paid; and • we may also cancel this insurance with effect from the date of the earliest of any of the acts set out in this condition, in which case you will not be entitled to any refund of premium. <p>If you, acting carelessly, withhold information or provide responses that are inaccurate or incomplete, we will settle your claim within the terms of this insurance in the manner we would have done had we received full and complete information.</p>
Following a Declaration of General Average	<p>Should a general average be declared, we will need to know the name and contact details of the Average Adjusters who have been appointed, together with the name of the vessel involved.</p> <p>In general average, the vessel's owner has a right to retain possession of cargo in respect of the contribution to the general average expenditure. Accordingly, security needs to be provided before the vessel's owner will release the cargo. The procedure is:</p> <ol style="list-style-type: none"> 1) An average bond or agreement will be sent by the Average Adjusters to the consignee named in the bill of lading.

- 2) This document must be completed and signed by the final receivers of the cargo. It is preferable that a separate Average Bond is signed for each bill of lading.
- 3) Part of the agreement contained in the Average Bond will be to provide evidence of the value of the cargo. In consequence a copy of the relevant commercial invoice needs to be attached to the Average Bond. Please ensure that the currency of the invoice and the terms of sale ("Incoterm") are clearly shown.
- 4) As security, the Average Adjusters will normally ask for a guarantee to be provided by the cargo insurer and will provide a Guarantee Form for completion by them.
- 5) Cargo receivers should send the completed and signed Average Bond with the commercial invoice attached, the Guarantee Form and other supporting documents to:

Claims Department
NMU
The Exchange, New York Street, Manchester, M1 4HN
0161 236 3380
claims@nmu.co.uk

who will complete the documentation and forward this to the Average Adjusters.

Should a cash deposit be requested, contact the **Policyholder's** insurance broker or Lloyd's Claims Settling Agent immediately. Do not make a cash deposit without prior approval from **us** or the Lloyd's Claims Settling Agent.

In order to avoid delay in obtaining release of cargo, **you** or the consignee should as soon as practicable notify the **Policyholder's** insurance broker or Lloyd's Claims Settling Agent and submit the following documents:

- 1) The signed Average Bond;
- 2) The Average Guarantee;
- 3) Copy of the commercial invoice(s) and packing list(s);
- 4) The original bill(s) of lading;
- 5) The original insurance certificate (if issued);
- 6) Correspondence with the Average Adjuster.

We provide bespoke insurance products that are not simply off-the-shelf solutions, but built upon a real understanding of risks faced by policyholders.