

# Marine Carriers Liability Goods Insurance

Policy Document



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## The Contract of Insurance

### **Marine Carriers Liability Goods Insurance Policy**

Whereas the Assured described in the Schedule (hereinafter called "the Assured"), having made to Zurich Insurance plc (hereinafter called "the Insurer") a written proposal which with any amendments thereto is hereby agreed to be the basis of the contract and is deemed to be incorporated herein, and has promised to pay forthwith a premium at the rate herein to the Insurer, to insure against loss as herein stated, the Insurer agrees subject to the terms, conditions, limits of liability and exceptions contained herein, or endorsed or otherwise expressed hereon, to indemnify the Assured against the Assured's legal liability for loss or destruction of or damage to goods or merchandise whilst in transit by approved conveyance and arising under the operation(s) specified hereunder.

Compliance with all the terms, provisions, conditions and endorsements of the Policy shall be a condition precedent to the right of the Assured to recover under this Policy.

For and on behalf of Zurich Insurance plc ('Zurich')



**Ken Norgrove**  
Chief Executive Officer Ireland

\_\_\_\_\_  
Examined and Countersigned

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For your own protection you are recommended to read your Policy and all its Conditions to ensure that it is in accordance with your intentions.

## Section (i) Type of Liability Insured

Policy Indemnity is applicable in respect of the following Trading operation(s), provided they are specifically listed and described in the attached Policy Schedule, together with details of Insured Items, Geographical Limits, Sums Insured etc.

### **Trading Operation(s):**

- (a) Carried under the Assured's Conditions of Carriage as advised to the Insurer, whilst in transit within the geographical limits shown herein including any loading, unloading, packing and unpacking, and/or whilst temporarily stored in the normal course of transit,  
  
and/or
- (b) Carried under Common Law whilst in transit within the geographical limits shown herein including any loading, unloading, packing and unpacking and/or whilst temporarily stored in the normal course of transit,  
  
and/or
- (c) Carried under the Convention on the Contract for the International Carriage of Goods by Road ("C.M.R.") whilst in transit within the geographical limits shown herein including any loading, unloading, packing and unpacking and/or whilst temporarily stored in the normal course of transit,  
  
and/or
- (d) Warehoused under the Assured's Conditions of Warehousing as advised to the Insurer whilst in store at the Warehouse(s) shown herein,  
  
and/or
- (e) Forwarded under the Assured's Conditions of Freight Forwarding as advised to the Insurer whilst within the geographical limits shown herein,  
  
and/or
- (f) As specified in the attached Policy Schedule.

## Section (ii) Conditions

### (a) **Due-Diligence:**

The Assured shall take all reasonable precautions for the protection and safe-guarding of the goods or merchandise and or such protective appliances as may be specified in the Policy and all protective devices shall be maintained in good order. Such devices shall be used at all times and shall not be varied or withdrawn without written consent by the Insurers. It is the duty of the Assured, in the event that any property for which they are responsible be lost or damaged, to take all reasonable steps to effect its recovery or preservation. The Assured shall take all reasonable steps to ensure that their servants and or agents shall not accept goods or merchandise or property by or on behalf of the Assured unless subject to the provisions of the Assured's conditions; but notwithstanding inadvertent omission to apply the Assured's conditions without the knowledge or consent of the Assured, a claim which otherwise would have been payable under this Policy, shall not be invalidated.

- (b) **Jurisdiction:**  
In the event of a claim arising under this policy it is agreed that it shall be settled in accordance with the Law and Customs of the Republic of Ireland, and where proceedings are brought to determine any claim such proceedings must be brought in the Republic of Ireland.
- (c) **Subrogation:**  
The Assured shall at the request and at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Insurers for the purposes of enforcing any rights and remedies of obtaining relief or indemnity from other parties to which Insurers shall be or would become entitled or subrogated upon paying any claims arising under this Policy whether such acts and things shall be or become necessary or required before or after his indemnification by Insurers.
- (d) **Sub-Contractors and/or Successive Carriers and/or Warehousemen:**  
The expression "in transit" is extended to cover transit per Sub-Contractors' and/or Successive Carriers' vehicles and/or trailers and/or containers subject to the following additional terms and conditions:  
  
The Assured shall ascertain that all Sub-Contractors and/or Successive Carriers and/or Warehousemen carry valid Insurance under which the vehicle and/or trailer and/or container limit is sufficient to cover the value of the subcontracted load (including all Customs or Excise Duties and/or any other charges) and that in all other respects the cover provided by such insurance is not less extensive than the cover provided by this Policy, and the Assured shall obtain written confirmation of such cover, if required by the Insurer.
- (e) **Insurable Interest:**  
The benefit of this Policy shall in no circumstances whatsoever pass to Sub-Contractors or Successive Carriers/Warehousemen or the Insurers of Sub-Contractors or Successive Carriers/Warehousemen.
- (f) **Deliveries:**  
It is a condition precedent to the Insurer's liability under this Policy that the Assured shall take all reasonable precautions to ensure that the property is not delivered by the Assured or his servants or agents to any person purporting to be the owner or his agent or a carrier or his agent unless the bona fides of the said person shall have been established beyond reasonable doubt.
- (g) **Proposal:**  
The Proposal form and declaration forms which you have signed are the basis of this contract of Insurance. You warrant to us as Insurers that all information therein is correct.
- (h) **Cancellation:**  
This Policy may be cancelled at any time by either party giving 15 days notice in writing addressed to the known address of the Assured or to the Broker. Underwriters receiving notice will receive and retain the customary short term or earned premium whichever is the greater.
- (i) **Non-Contribution:**  
This Policy does not cover any liability or loss or damage which at the time of the attachment of liability or the happening of such loss or damage is insured by or would, but for the existence of this Policy, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been effected.

- (j) **Conditions Precedent:**  
It is a condition precedent to the Insurers liability under this Policy that satisfactory references are obtained from reliable sources, checked and records kept in respect of all new employees engaged by the Assured after inception date of this Policy and that the Assured shall take all reasonable steps to ascertain the reputation for reliability and honesty of agents and sub-contractors and/or successive carriers employed by the Assured and that they hold and maintain an adequate current insurance policy providing cover not less extensive than the cover provided by this Policy or are financially able to meet liability for the loss or destruction of or damage to goods and/or merchandise in transit.
- (k) **Misrepresentation:**  
This Policy shall at the option of the Insurer be voidable in the event of misrepresentation or non disclosure in any material particular.
- (l) **Fraud:**  
If any claim under this Policy is in any respect fraudulent or if any fraudulent means are used by the Assured or anyone acting on the Assured's behalf to obtain benefit under this Policy all benefit shall be forfeited.
- (m) **Alteration:**  
If a change of circumstance after the commencement of the insurance directly or indirectly increases the risk of damage or injury this Policy will be voidable unless the Insurer has agreed in writing to accept such alteration.
- (n) **Premium Adjustment:**  
If any part of the premium is calculated on estimates furnished by the Assured, the Assured shall
- (a) Keep an accurate record containing all particulars relating to such estimates
  - (b) If requested allow the Insurer to inspect such record
  - (c) Within thirty days of the expiry of each Period of Insurance supply the Insurer with a correct declaration of such particulars and information as the Insurer may require in respect of the preceding Period of Insurance duly certified by the Assured's external auditor or accountant. If the amount so paid shall differ from the amount on which premium has been paid the difference in the premium shall be met by a further proportionate payment to the Insurer or by a refund by the Insurer as the case may be subject to the retention by the Insurer of any minimum premium as stated in the Policy or endorsed thereon.
- (o) **Control of Claims:**
- (a) The Assured shall not
    - (i) except at their own cost take any steps to compromise or settle any claim or admit liability without specific instructions in writing from the Insurer.
    - (ii) give any information or assistance to any person claiming against them without the consent of the Insurer.
  - (b) The Insurer
    - (i) shall for so long as they desire take absolute conduct and control of all proceedings (including arbitrations) in respect of any claim for which the Insurer may be liable under the Policy.

- (ii) may before or after settlement of any claim use the name of the Insured to enforce for the benefit of the Insurer any order made for costs or otherwise or to make or defend any claim for indemnity or damages against any third party or for any other purposes connected with this Policy.
- (p) **Stamp Duty:**  
Stamp duty has been or will be paid in accordance with the provisions of Section 19 of the Finance Act 1950 as amended.
- (q) **Instalment Premium Defaults:**  
Where the Assured has agreed under a separate credit agreement to pay the premium by instalments any default in payment on the due date will automatically terminate the Policy cover immediately from the date of such default.
- (r) **Currency:**  
It is understood and agreed that the currency of all premiums sums insured indemnities and excesses shown in the schedule of this policy or any renewal notice or endorsement relating thereto shall be deemed to be in Euro.
- (s) **Marine Insurance Act 1906:**  
The terms, provisions, conditions and warranties of the Marine Insurance Act 1906 are deemed incorporated into this policy unless this policy be inconsistent therewith in which event the terms, provisions and warranties of the Insurance Policy shall apply.

## Section (iii) Claims Procedure

It is also a condition of this policy of Indemnity that in the event of a happening likely to give rise to a claim against the Assured in respect of the goods or merchandise the Assured shall as soon as possible give notice thereof to Insurers and furnish full particulars. Every letter, notice, writ, summons and process relating thereto shall be notified or forwarded to Insurers immediately on receipt. In respect of any such claim no admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Assured without the written consent of Insurers. Insurers shall be entitled to take over and conduct in the name of the Assured the defence or settlement of any such claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Assured shall give all such information and assistance as Insurers may require. In connection with any such claim, Insurers will pay costs and expenses of litigation recoverable by any claimant from the Assured and costs and expenses incurred by the Insurers on behalf of the Assured.

If the Assured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise the Policy shall become void and all claims thereunder shall be forfeited.

This Policy does not cover liability in respect of or arising from or caused by:

## Section (iv) Exclusions

- (1) Inadequate documentation, insufficient packaging.
- (2) Mildew, vermin, inherent vice, deterioration of perishables, insufficiency of insulation, electrical or mechanical derangement unless caused by external means, contamination, shortage in weight, evaporation, taint, consequential loss, loss of market or delay.
- (3) Rust, oxidisation, discolouration, twisting and bending unless as a result of a road accident whilst in transit.

- (4) The conveyance, storage or handling of livestock, jewellery, furs, watches, precious metals and stones, treasury notes, bullion, cash, bonds, deeds, household furniture, perishables, stamps, securities, specie, manuscripts, documents, personal effects, non-ferrous metal and scrap, perfumery, tobacco, cigars, cigarettes, wines, spirits and the like, explosives, weapons, ammunition, audio and visual equipment, micro chips/circuit boards, phone cards, gaming cards and similar items and secondhand machinery unless specifically noted in the Schedule or if in groupage containers, the contents of which have not been declared or are not known to the Assured.
- (5) Loss of or damage to goods or merchandise from:
- (a) Vehicles or trailers or containers at the Assured's depot outside of normal working hours unless such vehicle or trailer or container is securely closed and locked with all keys removed and is garaged in a securely locked building or a fully enclosed and securely locked compound or a compound under constant surveillance.
- (b) Vehicles or trailers or containers left unattended away from the Assured's depot (except whilst in the care of or under the control of sub-contractors) unless,
- (i) Such vehicle or trailer or container is garaged in a securely locked building or parked in a fully enclosed and securely locked compound or a compound under constant surveillance and
- (ii) Such vehicle or trailer or container is securely closed and locked with all keys removed.
- Nevertheless between 06.00 hours and 21.00 hours only where the Assured is unable to comply with (i) above, liability for theft is covered unless consequent upon the failure of the Assured to take all reasonable safety and security precautions.
- (6) (a) Loss or damage to vehicles or trailers or other wheeled equipment or containers being used in the transport of goods, unless included specifically and described in the attached Policy Schedule.
- (b) In respect of loss or damage to containers or any equipment hired by, on lease to or on loan to the Assured.
- (7) In respect of Duty arising under a Bond between the Assured and the Revenue Authorities.
- (8) Directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of Government or Public or local authority, or in consequence of strikes, lockouts, labour disturbances, riots and civil commotions.
- (9) In no case shall this insurance cover loss damage liability or expenses directly or indirectly caused by or contributed to by or arising from
- 1.1 Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- 1.2 The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- 1.3 Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.



(10) (In respect of 'C.M.R.' Liability) Under the Convention on the Contract for the International Carriage of Goods by Road for Articles 7(3), 21, 24, 26, 38, 40.

(11) (In respect of Warehouseman's Liability)

**Arising from or caused by, (in addition to exclusions heretofore)**

(a) Infidelity of the Assured's employees or agents.

(b) Shortage unless following forcible and violent entry to the warehouse.

(c) Any repairing, restoration or other process.

(d) It is noted and agreed that where the coverage afforded by this policy is in respect of Refrigerated or Cold Store Warehousing the following additional exclusion and warranty shall apply:

**Exclusion:** This policy does not cover liability for loss or damage caused by loss of power from outside sources.

**Warranty:** It is warranted that the refrigeration system shall be serviced at regular intervals by a reputable engineering company and in the event of loss proof of such servicing to be made available to the Insurers on request.

(12) Loss of or damage to drugs to which the various International Conventions relating to Opium and other dangerous drugs apply unless:

(a) The drugs shall be expressly declared as such in the Consignment Note and the name of the country from which and the name of the country to which they are consigned shall be specifically stated in the Consignment Note, and

(b) The proof of loss is accompanied either by a licence, certificate or authorisation issued by the Government of the country to which the drugs are consigned showing that importation of that consignment into the country has been approved by that Government, or alternatively, by a licence, certificate or authorisation issued by the Government of the country from which the drugs are consigned showing that the export of the consignment to the destination stated has been approved by that Government, and

(c) The route by which the drugs were conveyed was usual and customary.

(13) Failure of the Assured or their servants or agents to comply with any instructions in regard to the effecting of insurance cover on goods, merchandise or equipment.

(14) Loss of life or personal injury.

(15) Loss Damage Consequential Loss or Legal Liability of whatsoever nature directly or indirectly caused by or consisting of or contributed to by or arising from the total or partial failure of any computer or other equipment or system for processing storing retrieving or otherwise dealing with data or electronic equipment (including embedded chips) whether the property of the Assured or not and whether occurring before during or after the year 2000 to do all or any of the following

(1) to correctly recognise any date as its true calendar date.

(2) to capture save or retain and/or to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date.

- (3) to capture save or retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss or the inability to capture save retain or correctly process such data on or after any date.

## Section (v) Premium

The deposit premium as specified in the schedule is based on the agreed estimated Gross Annual Freight Charges which include shipping charges and any other charges including those of Sub-Contractors and/or Successive Carriers.

The Policy is also subject to a minimum premium as specified. The Premium to be adjusted at the rates per cent on the certified Gross Annual Freight Charges (as declared) on expiry.

## Complaints Procedure

At Zurich, we care about our customers and believe in building long-term relationships by providing quality products combined with a high standard of service.

If it should happen that you have cause for complaint, either in relation to your policy or any aspect regarding the standard of our service, please see the steps outlined below.

- If you have arranged your policy with Zurich through a Broker, you should firstly direct your complaint to the Broker with whom you arranged your policy.
- If you deal with us directly, you should contact the Customer Services Co-ordinator, Zurich, Zurich House, Ballsbridge Park, Dublin 4. Telephone (01) 667 0666.

If the complaint is not resolved to your satisfaction, you should write to the Chief Executive Officer at the aforementioned address, or alternatively you may wish to contact:

- (i) Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Lo-Call: 1890 88 20 90
- (ii) Central Bank of Ireland, PO Box 559, Dame Street, Dublin 2. Lo-Call: 1890 77 77 77
- (iii) Irish Insurance Federation, 39 Molesworth Street, Dublin 2. Telephone: (01) 676 1914

Your right to take legal action is not affected by following any of the above procedures.

## Data Protection

Zurich will hold your details in accordance with our Data Protection and Privacy Policy together with all applicable data protection laws and principles.

Information you supply may be used by us for the purposes of administering your policy (including underwriting, processing, claims handling and fraud prevention) within the Zurich Financial Services Group and our partners inside and outside the European Economic Area.

We may share with our agents and service providers, members of the Zurich Financial Services Group, other insurers and their agents, and with any intermediary acting for you, and with recognised trade, governing and regulatory bodies (of which we are a member or by which we are governed) information we hold about you and your claims history. This includes the Insurance-Link database and the Irish Insurance Federation's anti-fraud claims matching database. We may also in certain circumstances use private investigators to investigate a claim.

We may also need to collect sensitive personal data (for example, information relating to your physical or mental health or the commission or alleged commission of an offence) to assess the terms of insurance we issue/arrange or to administer claims which arise.

Unless you have advised us otherwise, we may share information that you provide to companies within the Zurich Financial Services Group and with other companies that we establish commercial links with so we and they may contact you (by email, SMS, telephone or other appropriate means) in order to tell you about carefully selected products, services or offers that we believe will be of interest to you.

Please email [dataprotectionofficer@zurich.ie](mailto:dataprotectionofficer@zurich.ie) or write to us at below address if you do not wish your information to be utilised for these purposes.

You have a right of access to and a right to rectify data concerning you under the Data Protection Acts 1988 and 2003. Should you wish to exercise this right, please write to the Data Protection Officer, Zurich, Zurich House, Ballsbridge Park, FREEPOST, Dublin 4. To access your data, a fee of €6.35 is chargeable under the terms of the Data Protection Acts and cheque should be made payable to Zurich.

By providing us with your information and proceeding with this contract, you consent to all of your information being used, processed, disclosed, transferred and retained for the purposes of insurance administration (including underwriting, processing, claims handling and fraud prevention).

Please note that a copy of our full Data Protection and Privacy Policy can be viewed on our website [www.zurich.ie](http://www.zurich.ie) or requested by writing to our Data Protection Officer at Zurich, Zurich House, Ballsbridge Park, FREEPOST, Dublin 4. Alternatively you can email [dataprotectionofficer@zurich.ie](mailto:dataprotectionofficer@zurich.ie)

**Zurich Insurance plc**  
Zurich House, Ballsbridge Park, Dublin 4, Ireland.  
Telephone: 01 667 0666 Fax: 01 667 0644 Website: [www.zurich.ie](http://www.zurich.ie)  
Zurich Insurance plc is regulated by the Central Bank of Ireland.

