

# ONE STOP CARGO

Policy Wording



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This Policy (and the schedule which forms an integral part of the Policy) is a legal contract. Please examine it thoroughly to ensure that it meets Your requirements. If it does not, please advise Your insurance broker or adviser immediately.

We would remind you that You are required to inform Us immediately of any material facts or changes. Failure to do so may invalidate Your policy or result in certain covers not operating fully. If You are in any doubt as to whether a fact or change is material or not, please contact Your insurance broker or adviser.

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Intact Insurance Ireland DAC (herein called the Company) and the Insured agree that

- (a) this Policy the Schedule (including any Schedule issued in substitution) and any memoranda shall be considered the contract and any word or expression to which a specific meaning has been attached or which is in capital letters and/or in bold shall bear such meaning wherever it appears and
- (b) any information supplied by the Insured or their insurance broker or agent or intermediary shall be incorporated into the contract and
- (c) the Company has relied on the information provided by the Insured and/or their broker in correspondence, proposal forms and other communications in providing the insurance and
- (d) the Company shall provide the insurance described in the contract subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium and
- (e) all monies which become or may become due under this Policy will in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland in Euros unless we specifically say otherwise and
- (f) all amounts in the contract are stated in Euro currency amounts unless specifically stated to the contrary and
- (g) the parties to a contract of insurance covering a risk situated in the Republic of Ireland are permitted to choose the law applicable to the contract. The Company proposes that the contract will be governed by Irish Law. All communications between the Insured and the Company will be in English and
- (h) Stamp Duty has been or will be paid in accordance with Section 5 of the Stamp Duties Consolidation Act 1999 (as amended) and
- (i) If any change to your policy accepted by us would (but for this clause) result in additional premium payable by you of not more than €25 then we will not charge you in respect of such additional premium.  
If any change to your policy accepted by us would (but for this clause) result in a refund of premium to you of not more than €25 then we will not be obliged to make such a refund to you

Intact Insurance is a registered business name of Intact Insurance Ireland Designated Activity Company (DAC). Intact Insurance Ireland DAC trading as Intact Insurance is regulated by the Central Bank of Ireland and is a private company limited by shares registered in Ireland under number 148094 with registered office at Intact House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.



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## Section 1: Explanatory Notes

### 1.1 Assignment

The Policy and/or any Certificate of Insurance issued hereunder covers the Assured's interest in the subject-matter insured and also extends to cover the interest of any third party to whom the Assured assigns interest upon transfer of ownership of the subject-matter insured as determined by the Terms of Sale.

### 1.2 Assured/Insured/You/Your

The term Assured is used to define the person/persons/legal entity for which cover is being provided under the Policy. In such instances the term Assured shall be deemed to mean the same as the term Insured.

### 1.3 Basis of Valuation

This will be the agreed method of establishing the value of the subject-matter insured for declarations and claims adjustment purposes.

### 1.4 Certificates of Insurance

Certificates of Insurance are issued by or on behalf of the Company as evidence of the existence of the insurance Policy, including the applicable conditions. They are customarily used when dealing with overseas buyers/consignees and are freely assignable as insurable interest transfers from one party to another.

### 1.5 Currency

The Policy currency, limits, premiums and excesses are defined within the Policy Schedule.

### 1.6 Duty of Disclosure

The Policy is issued on the basis of information provided when applying for insurance and any additional details which have since been provided to the Company. Any changes which may materially affect the risk must be advised to the Company immediately. If there is any doubt as to whether any information is material, it should be disclosed as failure to do so could invalidate this insurance.

### 1.7 Endorsement

An endorsement will be issued by the Company where there is any alteration to the terms and conditions of the Policy or Certificate of Insurance.

In normal circumstances alterations will be incorporated within a re-issued Policy Schedule.

### 1.8 Excess

The amount which the Assured shall bear each and every loss, as stated in the Policy Schedule.

### 1.9 Institute Clauses

Where reference is made to the Institute Clauses (Section 3 of the Policy) these will be contained in a separate booklet, which forms part of this Policy pack. They define the standard coverage afforded by the Policy and are widely used in international trade.

#### **1.10 Insurable Interest**

The Policy provides cover if the Assured, or any third party to whom the insurance has been assigned, has an insurable interest in the subject-matter insured at the time of the loss.

Insurable interest and/or responsibility for insurance will normally be determined by the Terms of Sale.

#### **1.11 Issue of Certificates**

The Assured is authorised to issue and countersign Certificates of Insurance subject to the terms and conditions of the Policy, it being understood and agreed that all Certificates shall be countersigned by a duly authorised representative of the Assured.

#### **1.12 Law Applicable**

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of the Policy shall be governed and construed in accordance with Irish Law and shall be resolved within the exclusive jurisdiction of the courts of Ireland

#### **1.13 Maximum Sum Insured**

The Policy includes maximum sums insured as detailed in the Policy Schedule. The maximum sums insured are the maximum values acceptable to the Company on any one conveyance or at any one location at any one time.

Should the maximum sums insured be inadequate then consideration can be given to an increase upon application to the Company.

#### **1.14 Rights of Recovery**

The Company is to receive the benefit of any amount(s) recoverable from carriers, suppliers or any other third parties upon payment of a claim under this insurance.

#### **1.15 Terrorism**

Terrorism means any act of any person or group of persons or organisation involving

- (i) the causing occasioning or threatening of harm of whatever nature and by whatever means or
  - (ii) putting the public or any section of the public in fear
- in circumstances in which it is reasonable to conclude that the purpose of the person or group of persons or organisation concerned are wholly or partly of a political religious ideological or similar nature

## Section 2: Scope of Cover

### 2.1 General Cover

#### 2.1.1 Subject-matter Insured

Goods and/or merchandise incidental to the Assured's business and/or the property of the Assured consisting principally of, but not limited to, the subject-matter insured as described in the Policy Schedule, including returned and/or over-carried goods and/or Contingent Financial Interest where required and including property for which the Assured is responsible other than:

- any property carried and/or stored by the Assured under a contract for carriage and/or storage and
- any property separately insured by or on behalf of the property owner.

#### 2.1.2 Voyage

- Voyages, as detailed within the Policy Schedule, including transshipments if required, including transits to and/or from and/or whilst at the premises of forwarders and/or packers and/or consolidators and/or hauliers and/or warehousemen and/or other bailees in the ordinary course of transit.
- Inland transits, including sendings up to FOB or similar, as detailed within the Policy Schedule.
- Intercompany movements, as detailed within the Policy Schedule.
- Sendings to and /or from and whilst at exhibition, demonstration, trade fair or show premises, as detailed within the Policy Schedule.

Notwithstanding the above this Policy does not cover sendings to/from/via the countries listed in the Policy Schedule as Excluded Territories unless agreed by the Company prior to commencement of transit.

#### 2.1.3 Conveyances

Water and/or air and/or road and/or rail and/or postal conveyances, of every description.

#### 2.1.4 Maximum Sum Insured

As detailed within the Policy Schedule.

#### 2.1.5 Accumulation

Should there be an accumulation of interests beyond the limits expressed in this Policy by reason of any interruption of transit or occurrence beyond the control of the Assured, or by reason of any casualty, or at a transshipping point, or on a connecting conveyance, this Company shall, provided notice be given as soon as known to the Assured, hold covered such excess interest and shall be liable for the full amount at risk, but in no event to exceed twice the Policy limit.

#### 2.1.6 Excess

As detailed within the Policy Schedule.

## 2.2 Specific Cover

### 2.2.1 Additional Voyages

The subject-matter insured is held covered for additional voyages not specifically included within the Policy Schedule rating section at rates and on terms and conditions to be agreed in accordance with the Company's usual terms and conditions for such voyages. It is a condition precedent to liability that the Assured, when they become aware of a voyage which is held covered under this Policy, give prompt notice to the Company, and the right to such cover is dependent upon compliance with this obligation.

### 2.2.2 Assured's Own Vehicle

This Policy is extended to include all transits by vehicles owned or operated by the Assured, their Employees or Representatives, subject to the following:

Claims for theft of or from unattended vehicle(s) are excluded unless the following security arrangements are complied with:

- all doors, windows and other openings must be left closed, securely locked and properly fastened
- vehicle(s) left unattended at the end of the normal working day must be either garaged in a building which is securely closed and locked or parked in a compound secured by locked gates
- steering column lock, immobiliser and alarm, where fitted, must be in efficient working order and duly operated
- all contents of vehicle(s) must be removed from view whenever possible and/or practicable.

The Assured must ensure that the above requirements are known to and understood by all drivers in their employ.

The limit per Vehicle(s) is defined within the Policy Schedule.

### 2.2.3 Basis of Valuation

The basis of valuation shall be as per below:

- Imports/Exports: Cost, Insurance and Freight plus 10% and, where applicable, increased value by payment of duty and/or other similar charges, if incurred.
- Inland Transits and /or FOB and/or similar terms: Invoice price.
- Contingent Financial Interest: Sellers' or Buyers' invoice price plus freight where incurred.
- Exhibitions and /or Intercompany movements and/or other goods not intended for sale:
  - New Items: New replacement value plus all carriage and, where incurred, exhibition and/or ancillary cost but excluding consequential loss absolutely.
  - Used Items: Current market value plus all carriage and, where incurred, exhibition and/or ancillary costs but excluding consequential loss absolutely.

unless otherwise declared to and agreed by the Company prior to known or reported loss.

#### **2.2.4 Brokers**

It is a condition of this Policy and hereby agreed that where this insurance is placed via an insurance broker, such Broker, or any substituted Brokers, shall be deemed to be exclusively the agents of the Assured and not of the Company in any and all matters relating to, connected with or affecting this insurance. Any notice given or mailed by or on behalf of the Company to said Broker in connection with or affecting this insurance or its cancellation shall be deemed to have been delivered to the Assured.

#### **2.2.5 Cutting (Pipes and/or Rolls of Textiles and/or Carpets)**

In the event of a claim for damage to or breaking of pipes, rolls of textiles and/or carpets and/or similar goods, it is agreed that the damaged or broken length shall be cut off, the remaining length or portion to be considered as sound.

The Company's liability shall be limited to the proportionate insured value of the length or portion which has been lost by being broken off or cut off, less any salvage value of such portion.

#### **2.2.6 Cancellation**

This insurance may be cancelled at any time by either the Company or the Assured giving written notice to the other party effective on the expiration of Thirty (30) days from Midnight of the day on which notice of the cancellation is issued by or to the Company; but in respect of War and Strikes etc., Risks cancellation shall become effective on the expiry of seven (7) days except for sendings to or from United States of America for which Strikes etc., Risks shall be cancelled on the expiration of 48 hours from Midnight of the day on which notice is issued in respect of such risks; except in respect of any insurance which shall have been declared or attached in accordance with the cover granted before the cancellation becomes effective.

#### **2.2.7 Cargo ISM Endorsement (JC98/019)**

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

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

- that such vessel was not certified in accordance with the ISM Code,
- or
- that a current Document of Compliance was not held by her owners or operators as required under the SOLAS Convention 1974 as amended.

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

### **2.2.8 Cargo ISM Forwarding Charges Clause**

(For use only with Cargo ISM Endorsement JC98/019)

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

- to such vessel not being certified in accordance with the ISM Code,
- or
- to a current Document of Compliance not being held by her owners or operators as required under the SOLAS Convention 1974 as amended.

This clause, which does not apply to General Average or Salvage or Salvage Charges, is subject to all other terms, conditions and exclusions contained in the Policy and to JCC Cargo ISM Endorsement JC 98/019.

### **2.2.9 Co-Insurance (Average)**

Where an Assured is insured for a sum that is less than the value of the subject-matter insured specified by the Policy, the Assured is deemed to be self-insured in respect of the uninsured difference.

### **2.2.10 Continuation of Voyage**

In case of short shipment in whole or in part, or if the goods be shipped by, or transshipped to another vessel and/or vessels, to be carried beyond, or discharged short of destination, or in the event of deviation, change of voyage or vessel, or any interruption beyond the control of the Assured, or other variation beyond the control of the Assured, or other variation of the voyage or risk, this insurance shall nevertheless cover the goods until safe arrival and delivery at destination, provided prompt notice be given to the Company when such facts are known to the Assured, and additional premium paid, if required.

### **2.2.11 Declarations and Unintentional Errors or Omissions**

It is warranted by the Assured that all shipments coming within the terms of this Policy will be reported to the Company as soon as practicable and amounts declared as soon as known.

Unintentional failure by the Assured to report shipments to the Company shall not void this Policy, and such shipments are held covered subject to Policy terms and conditions.

The Company is entitled to premiums on all shipments covered by this Policy, whether reported or not.

It is a condition of this Policy that the Assured shall, within 3 months after expiry of each period of insurance provide declaration details of all shipments coming within the terms of this Policy for premium adjustment calculation.

Should the Assured willfully fail to report any shipment covered by this Policy, then the Policy as to all subsequent shipments shall, at the Company's option, become null and void.

#### **2.2.12 Inspection of Records**

The Company shall have the privilege at any time to inspect the records of the Assured as respects shipments coming within the terms of this Policy.

#### **2.2.13 Insurable Interest**

This Policy is to cover all shipments made by or to the Assured for their own account as Principals or as Agents for others and in which they have an insurable interest prior to any known or reported loss, damage, or accident and prior to departure of the conveyance and subject always to the Policy terms, conditions and limits of liability.

#### **2.2.14 Labels**

In case of damage from perils insured against affecting labels only, loss to be limited to an amount sufficient to pay the cost of reconditioning, cost of new labels and re-labelling the goods, provided the damage will have amounted to a claim under the terms of this Policy

#### **2.2.15 Law Applicable**

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of the Policy shall be governed and construed in accordance with Irish Law and shall be resolved within the exclusive jurisdiction of the courts of Ireland

#### **2.2.16 Letter of Credit Clause**

Where the Assured is obliged to arrange insurance in accordance with any instructions contained in a Letter of Credit such cover is granted hereunder, provided it does not exceed the existing provisions of this contract wording or held covered at a premium to be agreed.

#### **2.2.17 Nominated Repairers**

In respect of imports the Assured may stipulate the repairers to be used, where the repairs by any other party would prejudice the rights of the Assured in terms of the manufacturers' guarantee, warranty or similar proviso. The Company agrees to pay the reasonable costs of the repairers nominated by the Assured.

#### **2.2.18 Optional Bills Of Lading**

In respect of shipments in containers, where "optional" bills of lading are issued allowing the carrier(s) to stow containers on or under deck, insurance hereunder shall attach as if under deck stowage was granted.

#### **2.2.19 Pairs and Sets**

Where an insured item consists of articles in a pair or set, the Assured shall not be entitled to recover more than the proportionate sum insured in respect of the particular part or parts which may be lost or damaged. In no event shall such loss or damage be construed to mean total loss of the pair or set.

#### **2.2.20 Replacement: New Goods**

In the event of loss or damage to any part, or parts of an insured machine or article caused by a peril covered by this Policy, the sum recoverable shall not exceed the cost of replacement or repair of such part or parts, plus reasonable charges for forwarding and refitting, if incurred. Provided always that in no case shall the liability of the Company exceed the insured value of the complete machine or article.

### 2.2.21 Replacement: Used Goods

Where the subject-matter insured is used or secondhand, in the event of loss or damage to any part, or parts of an insured machine or article caused by a peril covered by this Policy, the sum recoverable shall not exceed such proportion of the cost of replacement or repair of such part or parts as the insured value bears to the value of new goods, plus reasonable charges for forwarding and refitting, if incurred.

Provided always that in no case shall the liability of the Company exceed the insured value of the complete machine or article.

### 2.2.22 Termination of Transit Clause (Terrorism)

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

- 1 Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, other than as detailed in clauses 2 and 3 below, it is agreed that in so far as this Policy covers loss of or damage to the subject-matter insured caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted or any person acting from a political, ideological or religious motive, such cover is conditional upon the subject matter insured being in the ordinary course of transit and, in any event, **SHALL TERMINATE:**

either

- 1.1 As per the transit clauses contained within the Policy,

or

- 1.2 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named herein,
- 1.3 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
- 1.4 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,
- 1.5 in respect of marine transits, on the expiry of 60 days after completion of discharge outside of the subject-matter insured from the overseas vessel at the final port of discharge,
- 1.6 in respect of air transits, on the expiry of 60 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

whichever shall first occur

- 1.7 Where loss of or damage to the subject-matter insured caused by any act of terrorism occurs after termination of cover, or outside the ordinary course of transit, as defined in clause 1 above, but is otherwise covered by virtue of the policy terms and conditions making specific provision to cover goods in store

outside the ordinary course of transit, the termination provisions above are not applicable but Insurer's liability in respect of any one event will be limited to €100,000.

- 2 Where specifically agreed, and an additional premium paid, the provisions of clause 2 above shall apply in respect of the subject matter insured whilst on exhibition. In the absence of such specific agreement, and the payment of an additional premium, cover in respect of the subject-matter insured whilst on exhibition shall be subject to clause 1 above and clause 4 below.
- 3 If this Policy or the Clauses referred to herein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.
- 4 Unless stated otherwise within the Policy Schedule this clause is subject to Irish law and practice.

#### **2.2.23 Unnamed Premises**

This Policy covers goods while on the premises of freight forwarders, export packers, consolidators, truckers, warehousemen or other premises for packing, re-packing, or consolidation, incidental to and in the ordinary course of transit afforded by this Policy.

#### **2.2.24 Used and/or Unpacked and/or Damaged Goods**

This Policy covers loss of and/or damage to used goods which have not been fully reconditioned and/or unpacked and/or damaged goods whilst in transit subject to Policy terms and conditions but excluding:

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

unless attributable to the carrying conveyance being involved in an accident or casualty.

#### **2.2.25 Sanctions**

You are not covered for any claim to the extent that the provision of such cover would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America.

## Section 3: Standard Cover – Institute Clauses

The standard cover provided is detailed in the various Institute Clauses which are listed below:

For sendings by Water and/or Road and/or Rail Conveyances:

- Institute Cargo Clauses (A) CL382
- Institute War Clauses (Cargo) CL385
- Institute Strikes Clauses (Cargo) CL386
- Institute Classification Clauses CL354
- Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause CL370
- Institute Cyber Attack Exclusion Clause CL380

For sendings by Aircraft:

- Institute Cargo Clauses (Air) (excluding sendings by Post) CL387
- Institute War Clauses (Cargo) (excluding sendings by Post) CL388
- Institute Strikes Clauses (Air Cargo) CL389
- Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause CL370
- Institute Cyber Attack Exclusion Clause CL380

For sendings by Post:

- Institute Cargo Clauses (A) CL382
- Institute War Clauses (sendings by Post) CL390
- Institute Strikes Clauses (Cargo) CL386
- or Institute Strikes Clauses (Air Cargo) as appropriate CL389
- Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause CL370
- Institute Cyber Attack Exclusion Clause CL380

The Institute Clauses referred to above are those current at the inception of the Policy and should the clauses be subsequently revised, subject to notice in accordance with the cancellation provision (Section 2 of the Policy), then the revised Institute Clauses shall apply to all risks which attach on or after the date of the expiry of the notice.

For ease of reference the Institute Clauses are contained in a separate booklet which forms part of this Policy pack.

**It is important that you acquaint yourself with the coverage, exclusions and conditions of the applicable institute clauses.**

## Section 4: Additional Cover

This Section specifies the areas where cover under the Policy has been extended beyond that provided by the Institute Clauses, but subject otherwise to the terms and conditions of the Policy.

Cover under this Section is for the sole benefit of the Assured named in the Policy and is only assignable at the express wish of the Assured.

### 4.1 Attachment and Termination of Voyages:

This Policy attaches from the time the subject-matter insured is uplifted from its storage position within the transit warehouse or place of storage for the immediate commencement of the transit and remains in force during delays, provided such delays are within the course of transit,

And terminates on:

- completion of unloading at the consignee's or other final warehouse and/or premises or
- the expiry of 60 days after completion of discharge from overseas vessel or aircraft at the final port or airport of discharge whichever shall first occur.

However in respect of FOB or similar sendings cover shall terminate upon completion of stowage on board the vessel or aircraft.

### 4.2 Airfreight Replacement

If the subject-matter insured is lost or damaged as a result of a peril insured against, and irrespective of whether the subject-matter insured was originally sent by air, the Company agrees to pay the reasonable cost of airfreighting:

- the damaged subject-matter insured to the manufacturer or repairer for repair and return
- replacement subject-matter insured or parts from the supplier

In no case shall the Company be liable, under this extension for more than 20% of the insured value of the goods which are the subject of the claim.

### 4.3 Branded Goods

The Company agrees that the Assured shall have full possession or control of all damaged goods bearing embossed or indented brands or labels or other permanent markings that identify the Assured.

It is agreed that the Assured has the sole right to have the goods destroyed or reconditioned although the Company shall have the benefit of any salvage obtained from such action.

### 4.4 Buyers' and/or Sellers' Contingent Interest

This Policy is extended to cover the Assured's Contingent Financial Interest in any goods where the Assured has no responsibility to insure under the Terms of Sale or where the cover provided is more restrictive than that afforded under this Policy.

Where interest in the goods reverts to the Assured for any reason during transit such goods shall be covered continuously during any reasonable period whilst awaiting resale or return



including any additional transit resultant upon such resale or return.

The cover provided is however limited to loss and/or damage which would otherwise be recoverable under the terms and conditions of this Policy but only up to the extent that the Assured is unable to recover such loss and/or damage under the insurance effected by the buyer or seller as may be applicable.

Provided that:

- The existence of this extension is not to be disclosed to any other parties interested in the shipment(s).
- Immediate notice must be given to the Company of any known loss of or damage to the goods covered under this extension or any known circumstances which may render this extension operative.
- The Assured must in the first instance take all reasonable steps to invoke the terms of the contract of sale and obtain reimbursement from the buyers and/or sellers and/or any other interested parties.
- In the event of any claim settlement under this extension, all the Assured's rights of recovery against buyers and/or sellers and/or any other interested parties will be subrogated to the Company.

This extension is not to be deemed a double insurance.

#### **4.5 Container Demurrage Charges**

This Policy is extended to cover demurrage charges and/or late penalties assessed against, and paid by, the Assured for late return of containers when said containers are retained by the Assured at the instruction of the Company for inspection in investigation of loss or damage provided under this Policy.

#### **4.6 Deliberate Damage by Government and/or Civil Authority**

This Policy is extended to cover loss of, or damage to the interests insured hereunder directly caused by governmental or civil authorities acting for the public welfare to prevent or mitigate a pollution hazard, or other civilian disaster or threat thereof.

This Clause shall not increase the Limits of Liability provided for in the Policy Schedule.

#### **4.7 Discovery of Loss or Damage**

This Policy is extended to pay for loss or damage which is discovered when the goods are unpacked at final destination provided that:

- such loss or damage is reasonably attributable to the perils insured against during the voyage.
- the external packaging is inspected on arrival and shows no signs of damage.
- unpacking occurs within 60 days of arrival.

Claims in respect of shortage and/or non-delivery of all or part of the consignment shipped in a container will not be invalidated should the original container seal(s) appear intact.

#### **4.8 Duty and Taxes**

This Policy is extended to cover the increased value of the goods due to payment of duty and/or taxes at the port or place of destination, subject to the same terms and conditions as the insurance on the cargo and to pay the same percentage of loss (excluding charges and expenses) as may be paid thereon.

In the event of loss before payment of (or obligation to pay) the duty and/or taxes, these charges shall not be included in the value of the goods for loss adjustment purposes.

The Assured agrees to report an amount sufficient to cover the duties and/or taxes and pay premium thereon. This will not increase the limit of liability specified in the Policy nor beyond the actual amount payable or paid.

The Assured will, in all cases, use reasonable effect or to obtain abatement or refund of duties and/or taxes paid or claimed in respect of goods lost, damaged or destroyed. It is further agreed that the Assured shall, when the Company so elects, surrender the merchandise to the customs authorities and recover duties and/or taxes thereon provided by law, in which event the claim under this Policy shall be only for a total loss of the merchandise so surrendered and expense.

#### **4.9 Electrical, Electronic and Mechanical Derangement**

This Policy is extended to include electrical, electronic and/or mechanical derangement of the subject matter insured provided there is evidence of impact to the container or packing or carrying conveyance during the insured voyage.

#### **4.10 Exhibition Risks**

This Policy is extended to cover:

- loss of or damage to the subject-matter insured including stands, fixtures, fittings and exhibition equipment, if required, whilst in transit to and/or from and whilst at exhibition, demonstration, trade fair or show premises
- incurred expenses (being expenditure directly incurred in connection with the Exhibition including advertising, printing, and stationery, insurance premiums, charges for space and services, hire of stand, transportation charges and the cost of installation) arising from the failure of the Exhibitor to Exhibit the goods as a direct result of loss or damage recoverable under 4.10 . Excluding consequential loss absolutely

subject to Policy terms and conditions as far as applicable but:

- period at premises referred to above not to exceed 30 days
- excluding loss and/or damage arising from demonstration, use or testing
- excluding absolutely loss of and/or damage to Hi-Tech equipment and components (this to include but not be limited to: lap-top, palm-top, and similar portable computer equipment, mobile, cellular, WAP and other portable telephone equipment, plasma screens and camcorders, system boards, microchips, integrated circuits, PCMCIA cards, central processing units, hard drives and all associated computer hardware and software components)

- excluding loss of and/or damage to the subject-matter insured being returned from the premises referred to above unless they are packed to the same standard as for the outward transit
- excluding theft and/or pilferage from unattended stand(s)
  - during the opening hours of the event
  - outside the opening hours of the event unless the site is regularly patrolled by security personnel
- subject to an excess and maximum sum insured as specified within the Policy Schedule

In the event of goods being sold from exhibition, demonstration, trade fair or show, cover terminates at the time of lifting for removal from the premises.

#### **4.11 Fumigation Damage**

This Policy is extended to insure the loss or damage to the subject-matter insured caused by government ordered fumigation.

#### **4.12 General Average and Salvage Charges**

This Policy covers General Average and/or Salvage charges and/or Special Charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice (or, if there is no contract of affreightment, according to Foreign Statement or to York-Antwerp Rules) incurred to avoid or in connection with the avoidance of loss from any cause except those specifically excluded herefrom.

Notwithstanding anything herein to the contrary, the Company shall pay any claim covered under this section in full irrespective of any comparison between the insured value and the contributory value.

#### **4.13 Insolvency of Shipowners**

The exclusion contained within the Institute Clauses, "loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel" is amended to read as follows:

"In no case shall this insurance cover loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel where the Assured is unable show that prior to the loading of the subject-matter insured on board the vessel all reasonable practicable and prudent measures were taken by the Assured, their servants and/or agents to establish the financial reliability of the party in default."

#### **4.14 Jason Clause**

This Policy is extended to include the Assured's Liability under Jason Clause (new or old) if included within the Bill of Lading.

#### **4.15 Packing**

This Policy is extended as follows:

- **Insufficiency**  
The Company agrees that alleged insufficiency or unsuitability of packing and/or stowage will not be used as a defence against any claim where the packing or preparation was carried out by a party other than the Assured and/or their employees and the insufficiency or unsuitability arose entirely without the Assured's privity or knowledge.
- **Presentation Packing**  
The Company agrees to pay the reasonable costs of repair or replacing of any presentation packing of goods lost or damaged provided that the presentation packing has been protected to withstand the normal rigours of the transit.
- **Re-packing and Sorting**  
The Company agrees to pay for the reasonable costs of repairing and/or replacing the packing if at some stage during the insured transit the original packing is damaged by a peril insured against.

The Company also agrees to pay for the reasonable costs of sorting goods damaged by a peril insured against where sorting is for the purposes of minimising and/or determining the loss(es) subject to the limit stated in the Policy Schedule.

#### **4.16 Removal of Debris**

This Policy is extended to cover, in addition to any other amount recoverable under this insurance, costs and expenses reasonably and necessarily incurred by the Assured in connection with the removal and disposal of debris of the subject-matter insured but excluding absolutely:

- any expenses incurred in consequence of or to avert or mitigate pollution or contamination, or threat or liability thereof.
- the cost of removal of cargo from any aircraft or vessel.

In no case shall the Company be liable, under this extension for more than 20% of the insured value of the goods which are the subject of the claim.

## Section 5: Claims Procedures

### 5.1 Reporting of Claims

It is warranted by the Assured that any loss or damage shall be reported to this Company or to the nearest of its representatives (unless otherwise specified) as soon as practicable after the goods are landed or the loss or damage is discovered. Proofs of loss and all bills of expenses must be approved by the Agent of this Company if there be one at or near the place where the loss is discovered or the expenses are incurred, or if there is none in the vicinity, then to the nearest Lloyd's Agent; and such

Agent must be represented on all surveys. In case of loss or damage, a claim must be immediately filed in writing against the vessel or other carrier and a copy thereof and of the reply thereto must accompany any claim presented hereunder in addition to the usual certificate of loss.

### 5.2 Documents

The following documents usually form an essential part of the claim and should be provided to the Company:

- Suppliers' Invoices to support values and indicate terms of sale.
- Packing Lists (where applicable).
- Delivery Receipts, Landing Accounts etc – as evidence of condition and to establish where any loss occurred.
- Original Transit Document – Bill of Lading, Airwaybill or CMR Note as evidence of the Contract of Carriage.
- Correspondence with Carriers, Suppliers or other Third Parties – holding them liable for any loss, in order that subsequent recoveries can be sought from the responsible party/parties.
- A calculation or estimate of the amount being claimed.
- Original Insurance Certificate, if issued.
- Any other documentation not detailed above relevant to the shipment, transaction or loss.

Immediately upon notification it is likely that the Company will instruct an independent surveyor or investigator to examine the case, with a view to establishing exact circumstances and extent of the loss. This exercise will be effected and concluded with the minimum of delay and at the Company's expense.



## Additional Information

(not forming part of your contract)

### Intact Insurance Data Protection Notice

At Intact Insurance we are committed to ensuring that your personal data is protected. To keep you informed, we have created a Data Protection Notice which explains how we use any personal data we collect about you and how you can exercise your data protection rights. A copy of this Data Protection Notice can be found in the Terms of Business which is issued in conjunction with the policy document and also included within renewal documentation. The Data Protection Notice may be updated from time to time. It can be accessed at; [www.intactinsurance.ie](http://www.intactinsurance.ie).

### Customer Complaints Procedure

We are committed to providing our customers with a high standard of service at all times. If you have a complaint in connection with company service, the details of your policy, perceived conflict of interest or treatment of a claim please contact your Insurance Broker or our Customer Service team at;

Intact Insurance Ireland DAC  
Intact House  
Dundrum Town Centre  
Sandyford Road  
Dublin 16  
D16 FC92.

Telephone: 01 290 1000 / Outside Ireland: 00353 1 290 1000

Email: [complaints@intactinsurance.ie](mailto:complaints@intactinsurance.ie)

In the event of your complaint not being resolved to your satisfaction you may contact:

The Financial Services and Pension Ombudsman (FSPO), 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone +353 567 7000. Email: [info@fspo.ie](mailto:info@fspo.ie)

You may appeal a Financial Services and Pension Ombudsman finding to the High Court. We will not bear the cost of any appeal you bring.



Intact Insurance Ireland DAC,  
Intact House,  
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Sandyford Road,  
Dundrum, Dublin 16  
D16 FC92

Tel: +353 1 290 1000  
[www.intactinsurance.ie](http://www.intactinsurance.ie)

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