

# Your Marine Cargo Policy

## Introduction

**Thank You for choosing Us as Your insurer.**

**This is Your Marine Cargo Policy, setting out Your insurance protection in detail.**

**Please read it carefully to make sure that it meets Your requirements and that the details on the policy Schedule are correct.**

**Your premium has been based upon the information shown in the policy Schedule and recorded in Your statement of fact.**

**If after reading Your policy You have any questions, please contact Your insurance adviser.**

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## Useful telephone numbers

**Please have your policy number ready**



### **Claims Help line**

**0345 030 7366**

**The Claims help line can be used by anyone wishing to report a claim on any of Aviva's Marine products. As soon as you know about the problem you face - we will start to put the solutions in place.**

### **Risk Services Help line (office hours)**

**0345 366 66 66**

**Advice on safety, fire, security and other risk related issues. Ninety per cent of queries are dealt with on the spot, and we guarantee an answer within one working day.**

### **Telephone Call Recording**



**For our joint protection telephone calls may be recorded and/or monitored.**

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## Contents

**This policy is made up of individual Sections. It should be read together with Your current Schedule which indicates the Sections You are insured under and gives precise details of Your insurance protection.**

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## The Contract of Insurance

The contract of insurance between **You** and **Us** consists of the following elements, which must be read together:

- **Your** policy wording;
- the information contained on **Your** statement of fact, **The Schedule** (including those **JCC and Institute Clauses** incorporated by reference in **The Schedule**) documents issued by **Us**;
- the policy schedule;
- any notice issued by **Us** at renewal;
- any endorsement to **Your** policy; and
- the information under the heading “Important Information” which **We** give **You** when **You** take out or renew **Your** policy.

In return for **You** having paid or agreed to pay the premium, **We** will provide the cover set out in this policy, to the extent of and subject to the terms and conditions contained in or endorsed on this policy.

### Important

This policy is a legal contract. **You** must tell **Us** about any material circumstances which affect **Your** insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence **Our** judgement in determining whether to provide the cover and, if so, on what terms. If **You** are not sure whether a circumstance is material ask **Your** insurance adviser.

If **You** fail to tell **Us** it could affect the extent of cover provided under the policy.

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

### Breach of Term

**We** agree that where there has been a breach of any term (express or implied) which would otherwise result in **Us** automatically being discharged from any liability, then such a breach shall result in any liability **We** might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that **We** will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

### Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then **We** agree that **We** may not rely on the non-compliance to exclude, limit or discharge **Our** liability under this policy if **You** show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

**Jason Storah**  
CEO, UK & Ireland General Insurance



## Introduction

Welcome to **Aviva** **We** are committed to providing a first-class service. **Aviva** is the UK's largest insurer with over 200 years' experience in the insurance industry.

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

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

## Contents

This policy consists of individual **Sections**. **You** should read this policy in conjunction with **The Schedule** which confirms the **Sections You** are insured under and gives precise details of the extent of **Your** insurance protection.

## Contact details for claims and help

### Services

As an **Aviva** customer, **You** can access additional services to help **You** keep **Your** business running smoothly. For **our** joint protection telephone calls may be recorded and/or monitored.

### Claims Service 0345 030 7366

**Our** claims line provides **You** with assistance whenever it is required. When **We** know about **Your** problem, **We** will start to put the solutions in place.

If **You** are unhappy regarding the handling of a claim, **We** would encourage **You** to seek resolution by contacting:

Marine Claims Manager      Tel: 0345 030 7366

### Aviva

4th Floor      E-mail: [marine.claims@aviva.com](mailto:marine.claims@aviva.com)

10 Chapel Walks

Manchester

M2 1HL

### Risk Solutions Helpline 0345 366 6666

Call for advice on safety, fire, security and other issues that can affect **Your** business. Most enquiries can be dealt with over the telephone, but if **We** can't give **You** an immediate answer, **We** will deal with **Your** enquiry within one working day. This service is available during office hours with an answering service outside these times.

### Website - <https://avivabusinesslaw.farill.io/>

This service (provided by DAS Businesslaw and powered by Farillio) is built specifically to help businesses manage a wide range of business and legal issues. You'll get access to:

- unlimited legal advice via the legal advice helpline
- a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help **You** with the day-to-day running of **Your** business, as well as helping **You** to manage **Your** exposure to legal risk
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- topics range from branding, crowdfunding, financial and tax planning, to marketing strategy to help build and grow **Your** business
- email alerts on changes in law, legislation and regulation

To register:

1. Visit <https://avivabusinesslaw.farill.io/>
2. Enter the voucher code DASBAVI100 into the 'First time using Aviva Businesslaw?' box and click 'Validate Voucher'
3. Fill out **Your** name, email address, and create a password
4. Validate **Your** email address by pressing the link in the confirmation email that **You** receive.

## Complaints Procedure

### What will happen if you complain

If **Your** complaint is not resolved quickly:

- **Your** complaint will be acknowledged promptly.
- A dedicated complaint expert will be assigned to review **Your** complaint.
- A thorough and impartial investigation will be carried out.
- **You** will be kept updated of the progress.
- Everything will be done to resolve things as quickly as possible.
- A written response will be sent to **You** within eight weeks of receiving **Your** complaint, this will inform **You** of the results of the investigation or explain why this isn't possible.

Where **Your** concerns are unable to be resolved or have not been resolved within eight weeks, **You** may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision **You** are not. Contacting them will not affect **Your** legal rights.

**You** can contact the FOS on 0800 023 4567 or visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk), where **You** will find further information.

### What to do if you are unhappy

If **You** have a complaint about this insurance, **You** can write to Marine Claims Manager, **Aviva**, 4th Floor, 10 Chapel Walks, Manchester, M2 1HL, or telephone 0345 030 7366

## What is a Policy Definition?

A Definition is a statement of the meaning of a word, phrase or term.

The Ticks  and Crosses  are used throughout this document to identify those items that are covered and those that are not.

### Online

If **You** are viewing this document on line, the explanation for a defined word, phrase or term can be viewed by hovering **Your** mouse over the word, phrase or term that is underlined the first time it appears on a page. Defined words, phrases or terms will always start with a capital letter, for example '**Your** Property'. A full list of Definitions can also be found at the back of the policy document. If **you** are viewing this document on any device other than a PC/laptop the document will be non-responsive.

## General Policy Provisions

This **Section** has been specially designed to protect **Your** business interests and **Your** brand in addition to the benefits provided by the **JCC and Institute Clauses** as listed in **The Schedule** and as set out in full in **The Cargo Clauses Booklet**.

### General Policy Cover



#### Brand and/or Trademark Protection

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

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

The maximum amount **We** will pay under this clause shall not exceed the sum insured of the **Subject Matter Insured** which is damaged.

#### Duty

In the event of loss of or damage to the **Subject Matter Insured** which is recoverable under this policy, **We** will indemnify **You** for any excise duty which **You** pay and are unable to recover despite such loss or damage.

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

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

**We** will not pay any claim for duty unless the value of such duty has been declared to **Us** and specified in **The Schedule**.

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

#### Insurance Premium Tax/Overseas tax

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

#### Labels

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

The maximum amount **We** will pay under this cover will not exceed the sum insured of the **Subject Matter Insured** which is being re-labelled/re-wrapped and/or re-encapsulated.

#### **Pairs and Sets**

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



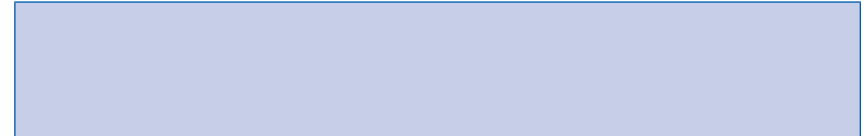
#### **Professional Fees**

**We** will indemnify **You** in respect of additional fees of professional consultants which would not normally be incurred by **You** necessary for the repair, reinstatement or replacement of the **Subject Matter Insured** following loss of or damage to the **Subject Matter Insured** which is recoverable under this policy.

The maximum amount **We** will pay is limited to 10% of the insured value of the **Subject Matter Insured** or £25,000, whichever is the lower.

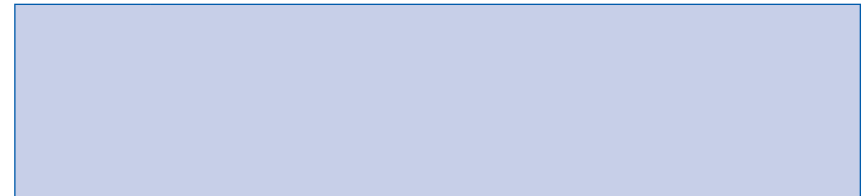
#### **Re-packing Costs**

**We** will pay for the reasonable cost of re-packing, re-cartoning, re-baling, re-bagging and/or re-palletising the **Subject Matter Insured** following loss of or damage to the **Subject Matter Insured** which is recoverable under this policy provided that these are reasonable and necessary to prevent further loss or damage to the **Subject Matter Insured**.



#### **Testing, Sorting and Segregation**

In the event of loss of or damage to the **Subject Matter Insured** which is recoverable under the policy or in the event of external signs of damage to the **Subject Matter Insured** or its packaging, **We** agree to pay the costs of testing, sorting and segregating the **Subject Matter Insured** including any surveyor's fees and additional storage charges whether or not any actual damage is subsequently found including the cost of transporting the **Subject Matter Insured** to and from a test facility and the costs of re packing and the onward shipment to the final destination.





## Cover

This **Section** has been specially designed to protect **Your** business interests and **Your** brand in addition to the protection provided by the **JCC and Institute Clauses** as listed in **The Schedule** and as set out in full in **The Cargo Clauses Booklet**.

**All the following covers apply to this Section.**

### Additional Discharge Expenses

If the **Subject Matter Insured** is damaged by a loss recoverable under this policy, **We** will pay the additional costs which **You** necessarily and reasonably incur

- (1) to unload, discharge, handle and store the damaged and/or sound **Subject Matter Insured**
- (2) to re-load, transport and forward the damaged and/or sound **Subject Matter Insured** to their original intended destination

by any means whatsoever.

### Airfreight Replacement

If the **Subject Matter Insured** is irretrievably lost or damaged by a loss recoverable under this policy and irrespective of whether the **Subject Matter Insured** was originally sent by air, **We** will pay for the reasonable costs of air freighting

- (1) the damaged **Subject Matter Insured** to the repairer for repair and return  
or
- (2) replacement **Subject Matter Insured** or parts from the supplier.

### Buyers/Sellers Interest

**We** will cover **Your** financial contingent interest in any **Subject Matter Insured** relating to **Your** business for which **You** have no responsibility to insure under the terms of sale during the insured transit where the:

- (1) Interest in the **Subject Matter Insured** reverts or attaches to **You** during transit and
- (2) (a) cover effected on **Your** behalf is more restrictive than that provided under this policy  
or,  
(b) other party has failed to effect insurance. Such **Subject Matter Insured** shall be covered continuously during any period of insurance whilst awaiting resale or return including any additional transit resulting from any such resale or return.



The maximum amount **We** will pay is £100,000 for any one incident.

The maximum amount **We** will pay is £100,000 for any one incident.

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

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

The **Basis of Valuation** under this extension shall be invoice price and freight.

This clause is not deemed to be double insurance.

This cover does not apply to shipments to any territories specified as Excluded Territories within **The Schedule**, if applicable.

### Consequential Loss

In addition to any other amount recoverable hereunder, this policy covers consequential loss reasonably and necessarily incurred by **You** as a result of:

- (1) loss of or damage to the **Subject Matter Insured** recoverable under the terms of this policy; and/or
- (2) delay to the **Subject Matter Insured** whilst in transit caused by the carrying conveyance suffering loss or damage from:
  - (a) fire or explosion
  - (b) vessel being stranded, grounded, capsized or sunk,
  - (c) collision or contact of vessel or conveyance with any external object other than water,
  - (d) general average sacrifice.

### We will not pay

- (1) any pecuniary penalties imposed under contract,
- (2) any claim for loss of future orders unless they are the subject of a confirmed written contract which pre-dates the incident giving rise to the claim.

Cover under this clause is limited to £25,000 limit any one loss, and £50,000 limit in the aggregate any one period of insurance. Coverage hereunder is also subject to **You** contributing to each and every loss recoverable hereunder in the sum of 20% of the gross amount of the loss, with **Aviva** paying the balance of 80%.

### Container Demurrage Charges

If **You** are directed by **Us** or by **Our** representatives to retain a **Container**, trailer or rail car and if subsequently **You** are subject to a late penalty and/or demurrage charge for the holding of such **Container**, trailer or rail car past the originally agreed return date, **We** agree to pay any such late penalties and/or demurrage charges incurred by **You**.

The maximum amount **We** will pay is £10,000 for any one incident.

### Customs Damage

Notwithstanding Clause 6.2 of Institute Cargo Clauses (A) 01/01/2009 CL382 (as set out in **The Cargo Clauses Booklet**), this policy shall cover loss of or damage to the **Subject Matter Insured** directly caused by the legal actions of customs inspectors or other authorised government agencies during the course of their inspections; provided that the said loss or damage would otherwise be covered by this policy in the absence of such Clause 6.2 of the Institute Cargo Clauses (A).

### Debris Removal

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

### We will not pay

- (1) any expense or liability incurred in consequence of or to prevent or mitigate pollution or contamination, or any threat or liability thereof.
- (2) costs incurred in respect of obligations under environmental legislation or the actions of any governmental or other public body.

The amount payable under this clause shall be in addition to the indemnity provided elsewhere in this policy but shall be limited to 20% of the insured value of the **Subject Matter Insured** which is lost or damaged.

### Fitness of Container

**Your** right to indemnity hereunder shall not be adversely affected by any inadvertent failure to establish the fitness of a **Container** for the safe transit of the **Subject Matter Insured** hereby where such **Container** is supplied by a third party.

### Fumigation

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

**We** will pay for loss of or damage to the **Subject Matter Insured** caused by fumigation, provided that such fumigation is not customary and is beyond **Your** control.

### General Average

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

### Non-Delivery

In the event of a claim for non-delivery of the **Subject Matter Insured** and if the **Subject Matter Insured** remains unlocated, provided **You** have taken all reasonable and practicable steps to locate the **Subject Matter Insured**, **We** will pay **Your** claim in full after 30 days counting from the date:

- (1) the overseas vessel arrived at the port of discharge,  
or
- (2) the aircraft arrived at the airport of discharge,  
or
- (3) the **Subject Matter Insured** should have arrived at the final destination if carried by road **Vehicle**.

### Packer's Premises

**We** will pay for loss of or damage to the **Subject Matter Insured** by a loss recoverable under this policy while at a packer's **Premises** for a period not exceeding 30 days.

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

**We** will not pay for any loss of or damage to the **Subject Matter Insured** caused by the packing process.

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

If the **Subject Matter Insured** is not suitably and sufficiently packed and prepared for the transit to the packer's **Premises**, cover will be limited to Institute Cargo Clauses (C) CL.384 01/01/2009 (as set out in **The Cargo Clauses Booklet**) including the risks of non-delivery of the entire consignment, theft and pilferage.

### Pollution Hazard

**We** will pay for loss of or damage to the **Subject Matter Insured** caused by governmental authorities acting in the public interest to prevent or mitigate a pollution hazard following a loss recoverable under this policy in respect of the **Subject Matter Insured**.

### Seals Intact

Claims in respect of theft, shortage or non-delivery of the **Subject Matter Insured** shipped in a **Container** or full **Vehicle** load shall not be invalidated solely because the seals appear intact provided **You** supply **Us** with

- (1) documentary evidence that the **Subject Matter Insured** was loaded into the **Container** or **Vehicle** and
- (2) a copy of the discharge tally sheet or claused delivery notes to substantiate the loss.

### Sheets and Ropes

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

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

#### **SOLAS Container Weight Verification Requirement Forwarding Charges Clause**

This policy is extended to reimburse **You** for any extra charges properly and reasonably incurred in unloading, storing and/or forwarding the **Subject Matter Insured** to the original or to an alternative final destination as may be required in consequence of the weight of a packed export **Container** either not being verified or not being correctly verified. In circumstances where **You** undertook the weight verification yourself, cover will only apply where any incorrect verification was due to **Your** inadvertent error or omission.

Claims under this clause are subject to a maximum limit of £1,000. The onus of proving it was an inadvertent error or omission shall rest with **You**.

#### **Transit Clause Extension**

The Duration – Transit Clause 8.8.1 of the Institute Cargo Clauses (A) CL382 01/01/2009 (as set out in **The Cargo Clauses Booklet**) is extended so that this insurance attaches from the time the **Subject Matter Insured** is first moved in the warehouse or at place of storage (at the place named in **The Schedule**) for the purpose of the immediate loading into or onto the carrying **Vehicle** or other conveyance for the commencement of transit or for the purpose of temporary storage on the carrying **Vehicle** or other conveyance for a period not exceeding 96 consecutive hours when within **Your** custody and control and continues in accordance with this clause throughout the ordinary course of transit and until unloaded at the place where cover under this **Section** terminates.

When the **Subject Matter Insured** is stored on a **Vehicle** under **Your** custody and control the terms and conditions of the Own **Vehicle** Conditions below must be fully complied with.

#### **Voyage Extension**

Provided **You** give **Us** prompt notice **We** will cover **You**, at a premium and conditions to be agreed, if the ordinary course of transit of the **Subject Matter Insured**

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

#### **Warehouse to Warehouse Cover**

Cover under this **Section** commences from the time of leaving any supplier's factory, warehouse, store, mill or other **Premises** notwithstanding that the **Subject Matter Insured** may have been purchased on terms which provide that the responsibility of the seller or their insurer ceases at any point prior to delivery.

Provided always that **You** shall:

- (1) Not make any third party aware of the existence of the cover provided under this clause
- (2) take reasonable steps to pursue suppliers and other parties where evidence exists to show that loss damage occurred prior to the attachment of **Your** risk.

**Your** right of recourse against any supplier or other party in the event of payment under this clause will be subrogated to **Us**.

In addition to the items shown in the “Policy Conditions” Section, the following also apply to this Section.

### Concealed Damages

Any loss of or damage to the **Subject Matter Insured** which is discovered only when the cartons, cases and/or packages are opened shall be deemed to have occurred during transit, irrespective of when **Your** interest attached, and shall be paid for accordingly unless there is proof to the contrary. It is a condition of this policy that any carton, case and/or package which show signs of damage is opened immediately upon delivery. This clause shall only apply when the loss is discovered within 60 days of the delivery of the **Subject Matter Insured** providing such delivery is effected and in accordance with Duration – Transit Clause 8 of the Institute Cargo Clauses (A) CL382 01/01/2009 (as set out in **The Cargo Clauses Booklet**).

### Own Vehicle Conditions

If in relation to any claim for loss of or damage to the **Subject Matter Insured** **You** have failed to fulfil any of the following conditions, **You** will lose **Your** right to indemnity or payment for that claim.

The following conditions shall apply to any **Vehicle** owned by **You** or under **Your** control containing the **Subject Matter Insured**:

- (1) It is a condition of this policy that:
  - (a) the **Vehicle** is maintained in an efficient and roadworthy condition
  - (b) all ropes, sheets, tarpaulins and the like are maintained in an efficient condition
  - (c) all protective appliances and locking devices are installed in accordance with the manufacturers’ recommendations, in operation, properly and suitably maintained and neither withdrawn nor varied without **Our** prior written consent.
- (2) When a **Vehicle** is left loaded and **Unattended** during the ordinary course of transit the following conditions shall also apply
  - (a) the ignition key shall be removed from the **Vehicle**
  - (b) all doors, windows and other openings shall be securely closed and properly fastened
  - (c) all protective appliances, alarms, immobilisers and locking devices shall be put into effect in accordance with the manufacturers’ instructions
  - (d) if the **Vehicle** is fitted with a boot or similar compartment the **Subject Matter Insured** must be kept there
  - (e) if the **Vehicle** is an estate or a hatchback **Vehicle** the **Subject Matter Insured** must be kept under the load cover or parcel shelf or otherwise covered over and hidden from view.
- (3) **We** will not pay for any loss of or damage to the **Subject Matter Insured** caused by theft if the **Vehicle** is loaded and **Unattended** during the ordinary course of transit at the end of any normal working day or on any non-working day unless the **Vehicle** is kept
  - (a) in a fully enclosed, securely locked building of **Substantial Construction** or
  - (b) in a permanently attended **Vehicle** security park or compound secured by locked gates or
  - (c) in a public car park with an authorised attendant on duty at all times.

### **Own Vehicle Overnight Co-Insurance Condition**

If **You** are unable to comply with part (3) of the Own **Vehicle** Conditions then **We** may elect:

- (a) to treat **You** as **Your** own insurer for 20% of the total sum insured in respect of the **Subject Matter Insured**,
- or
- (b) that **You** shall bear the first £500 of each and every claim, whichever is the greater.

### **Postal Sendings**

If the **Subject Matter Insured** is dispatched by non-courier postal services and valued £1,000 or more per package and/or parcel it must be:

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

### **Returned Goods**

If the **Subject Matter Insured** is returned for any reason by the receiver, cover will be continuous provided that the **Subject Matter Insured** is returned within 60 days, the **Subject Matter Insured** has not been used or subjected to any process and the insurable interest has remained with or reverted to the original sender.

It is a condition of this cover that the value of the **Subject Matter Insured** is declared to **Us** and the appropriate premium, to be agreed, is paid.

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

If the **Subject Matter Insured** is returned by the receiver for warranty replacement, repair and/or refurbishment, or is sold on a sale or return basis and is returned by the receiver, cover will be continuous provided that the **Subject Matter Insured** is returned within 60 days, and the insurable interest has remained with or reverted to the original sender.

It is a condition of this cover that the value of the **Subject Matter Insured** is declared to **Us** and the appropriate premium, to be agreed, is paid.

Claims under this clause are subject to a maximum limit of 10% of the total sum insured any one loss and subject to a deductible of £500 any one loss.

## Cover

The policy is extended to cover loss of or damage to the **Subject Matter Insured** whilst in storage at the **Premises** outside the ordinary course of transit and subject to the limits shown in **The Schedule** and in accordance with the **JCC and Institute Clauses** listed in **The Schedule** and set out in full in **The Cargo Clauses Booklet**, as far as applicable.

**This Section only applies if specified on The Schedule.**



### Average

If the **Subject Matter Insured** is, at the time of any loss or damage recoverable under this **Section**, of a higher value than the amount it is insured for, **You** shall only be entitled to recover **Your** loss in proportion that the sum insured of the **Subject Matter Insured** bears to the actual value.

### Automatic Reinstatement of Sum Insured

The sum insured shall not be reduced by the amount of any loss provided that **You** pay the premium calculated from the date of the loss to the date of the expiry of the period of insurance.

### Terrorism

In respect of loss or damage caused by, contributed to by, or arising from **Terrorism**, the sub limit under this **Section** is limited to £100,000 or any applicable sub-limit shown in **The Schedule**, whichever is the lower.

In addition to the items shown in the “Policy Conditions” Section, the following also apply to this Section.

### Intruder Alarm System

If, in relation to any claim for loss of or damage to the **Subject Matter Insured** caused by theft or attempted theft at the **Premises**, **You** have failed to fulfil any of Intruder Alarm Conditions (1) to (8) shown below, **You** will lose **Your** right to indemnity or payment for that claim.

#### Intruder Alarm Conditions

- (1) While the **Premises** are **Unattended** they must be protected by an Intruder Alarm System
  - (a) maintained in full and efficient working order under an on-going maintenance contract provided by an **Alarm Company**.
  - (b) registered with an **Alarm Receiving Centre**.
  - (c) eligible for police response, via the issue and retention of a valid police unique reference number.
  - (d) which is set in its entirety, with all means of communication used to transmit **Activations** to an Alarm Receiving Centre in full operation.
- (2) If requested, **You** must supply **Us** with a copy of the **Intruder Alarm System** specification.
- (3) The **Protected Premises** must not be left without at least one **Responsible Person** in attendance where
  - (a) the Intruder Alarm System is not set in its entirety
  - (b) the police have withdrawn their response to Activations unless **We** agree otherwise.
- (4) During any period that the Intruder Alarm System is set, a **Key Holder** must, following notification of **Activations** or interruption of any of the means of communication used to transmit Activations to an Alarm Receiving Centre
  - (a) attend the **Premises** as soon as reasonably possible in order to confirm the security of the **Premises** and
  - (b) reset the Intruder Alarm System in its entirety with all means of communication used to transmit Activations to an Alarm Receiving Centre in full operation.

If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit Activations to an Alarm Receiving Centre are not in full operation, a Key Holder must remain at the Premise unless **We** agree otherwise.

- (5) **You** must advise **Us** as soon as possible and, in any event, not later than 10:00am on **Our** next working day
  - (a) of notice from
    - (i) the police giving warning of withdrawal of their services, or a reduction or delay in the level of their response to Activations
    - (ii) a local authority or magistrate imposing any requirement for abatement of nuisance caused by the Intruder Alarm System
  - (b) when the Intruder Alarm System and/or the means of communication used to transmit Activations to an Alarm Receiving Centre cannot be returned to or maintained in full working order.

**You** must comply with **Our** subsequent requirements.

- (6) Any alteration or substitution of
  - (a) any part of the Intruder Alarm System
  - (b) the structure of the **Premises** or changes to the layout of the **Premises** which would reduce the effectiveness of the Intruder System
  - (c) the means of communication used to transmit Activations to an Alarm Receiving Centre
  - (d) the procedures agreed with **Us** for police or any other response to any Activations
  - (e) the Intruder Alarm System maintenance contract must not be made without **Our** prior written agreement.



## **Intruder Alarm System**

(continued)

- (7) **You** and each **Key Holder** must maintain
  - (a) the secrecy of all the codes and
  - (b) the security of all keys and other setting devices for the operation of the **Intruder Alarm System**. All such keys and setting devices must be removed from the **Premises** when they are left **Unattended**.
- (8) **You** must appoint at least two Key Holders and lodge written details (which must be kept up to date) with the **Alarm Company**, the **Alarm Receiving Centre** and, if they so require, the police or local authority.

## **Stillage Condition**

If, in relation to any claim for loss of or damage to the **Subject Matter Insured** caused by flood at the **Premises**, **You** have failed to fulfil the following condition, **You** will lose **Your** right to indemnity or payment for that claim.

All stock susceptible to water damage must be stored at least 100mm from the floor by means of shelving, racking and/or stillages.

In addition to the items shown in the “Policy Definitions” section, the following also apply to this Section.

**Activations**

Signals or other information generated by the Intruder Alarm System which indicate

- (1) a suspected or confirmed intrusion into the Protected **Premises**
- (2) a fault or tamper event may have occurred
- (3) incorrect or unexpected setting or unsetting of the Intruder Alarm System.

**Alarm Company**

An organisation recognised as an ‘approved company’ by the National Security Inspectorate (NSI) or as a ‘registered firm’ by the Security Systems and Alarm Inspection Board (SSAIB).

**Alarm Receiving Centre**

An organisation recognised as an ‘approved company’ by the NSI or as a ‘registered firm’ by the SSAIB and which agrees to receive Activations from the Intruder Alarm System and make arrangements for notifying them to a Key Holder and/or the police.

**Intruder Alarm System**

An electrical installation to detect and indicate the presence, entry or attempted entry of an intruder into the Protected **Premises**, including all devices used to transmit Activations to an Alarm Receiving Centre.

**Key Holder**

**You**, or any person or key holding company authorised by **You**, who must be

- (1) available at all times to
  - (a) accept notification of Activations
  - (b) attend and allow access to the **Premises**
- (2) fully trained in the operation of the Intruder Alarm System.

**Protected Premises**

The **Premises**, or those portions of the **Premises**, protected by the Intruder Alarm System.

**Responsible Person**

**You** or any person authorised by **You** to be responsible for the security of the **Premises**.

**The following outlines what We will not make payment for under this Section.**

In addition to the conditions noted elsewhere within the policy and the exclusions noted within the **JCC and Institute Clauses** as listed in **The Schedule** and as set out in full in **The Cargo Clauses Booklet**, **We** will not pay for any loss of or damage to the **Subject Matter Insured** caused by or attributable to:

- (1) Theft
  - (a) unless involving violent and forcible entry into or exit from the **Premises**,
  - (b) unless consequent upon and in connection with the assault or violence or threat thereof to **You** or **Your** employees or servants or bailees,
  - (c) arising from or occasioned by any act of fraud, dishonesty or infidelity by **You, Your** employees or servants or arising from or occasioned by **Your, Your** servant's or agent's complicity in any such fraud, dishonesty or infidelity,
  - (d) arising from or occasioned by any person lawfully in the **Premises** unless involving theft in circumstances set out above.
- (2) Mysterious disappearance or by shortage where such loss is revealed by the making of an inventory or periodic stocktaking.
- (3) Any change in the water table level.
- (4) Taint or abandonment unless caused by a peril whilst the **Subject Matter Insured** is at the **Premises** specified within **The Schedule**.
- (5) Subsidence, ground heave or landslip unless resulting from fire.

## Cover

The following covers only apply if specified on The Schedule.

### Engineers and/or Sales Representatives Tools and/or Samples/Equipment

The policy is extended to cover tools, demonstration samples, test and service equipment belonging to **You**, or for which **You** are responsible. The cover is subject to compliance with the Own **Vehicle** Conditions contained within the cargo conditions section.



### Exhibitions and Demonstrations

(1) **We** will pay for loss of or damage to

- (a) the **Subject Matter Insured**
  - (b) display and exhibition stands, fixtures and fittings
  - (c) promotional literature and/or
  - (d) audio and visual presentation equipment, including laptop computers, subject to a maximum limit any on location and/or loss of £1000
- whilst in transit to and from and while at exhibition and/or trade fairs and/or demonstration sites, including during
- (i) packing and unpacking
  - (ii) assembling and dismantling
  - (iii) erecting and siting.

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

### (2) Exhibition Charges

- If
- (a) the **Subject Matter Insured** destined for exhibition is lost or damaged en route to the exhibition, and
  - (b) such loss or damage is recoverable under this policy, and
  - (c) **Your** attendance at the exhibition is consequently cancelled,
- then **We** will pay for **Your** exhibition fees.

**We** will not pay for:

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



**We** will not pay for:

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

The maximum amount **We** will pay under this cover is £5,000.

## General Policy Conditions

These are the conditions applying to the whole policy.

### 1. Cancellation

#### Cancellation (arising from War risks)

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

- (a) 7 days' notice in respect of risks covered by the Institute War Clauses, as set out in **The Cargo Clauses Booklet**
- (b) 7 days' (or 48 hours' in respect of shipments to or from the United States of America) notice in respect of risks covered by the Institute Strikes Clauses, as set out in **The Cargo Clauses Booklet**.

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

#### Cancellation

- (a) **You** may cancel this policy at any time after the date **We** have received the premium by providing at least 30 days' written notice to **Us**.
- (b) If there is a default under **Your Aviva** credit agreement which finances this policy, **We** may cancel this policy by providing written notice to **You** in accordance with the default termination provisions set out in **Your Aviva** credit agreement.

If **Your** policy is cancelled under (a) or (b) above, **We** may, at **Our** discretion, refund to **You** a proportionate part of the premium paid for the unexpired period. This is provided that, during the current Period of Insurance, there has been no:

- (i) claim made under the policy for which **We** have made a payment
  - (ii) claim made under the policy which is still under consideration
  - (iii) incident which **You** are aware of and which is likely to give rise to a claim, and which has already been, or is yet to be, reported to **Us**.
- (c) Where there is no **Aviva** credit agreement to finance this policy, **We** will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by **Us** to **Your** last known address.
  - (d) **We** may also cancel this policy at any time by providing at least 30 days' written notice to **Your** last known address.  
**We** will refund a proportionate part of the premium for the unexpired period provided that, during the current Period of Insurance, there has been no:
    - (i) claim made under the policy for which **We** have made a payment
    - (ii) claim made under the policy which is still under consideration
    - (iii) incident which **You** are aware of and which is likely to give rise to a claim, and which has already been, or is yet to be, reported to **Us**.

### 2. Certificates

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

- (a) only use certificates for shipments which are covered by this policy.
- (b) do not amend the printed policy conditions or exceed the shipment limit specified in **The Schedule** without **Our** prior written approval.
- (c) ensure each certificate is properly countersigned by one of **Your** authorised representatives.
- (d) never complete a certificate after known loss of or damage without **Our** prior written approval. Certificates can be produced through **Our** online system at [www.avivamarine.com](http://www.avivamarine.com), please contact **Your** broker to arrange access.

### 3. Cutting Clause

In the event of the **Subject Matter Insured** being damaged in such a way as to be reasonably usable if cut to a shorter length or width, **We** will only pay the insured value of the damaged part cut off.

#### 4. Declaration

It is a condition of this policy that **You** declare every consignment without exception to **Us** as soon as possible in accordance with the **Basis of Valuation** and the declaration procedure specified in **The Schedule**. **We** will accept up to, but not exceeding, the limit specified in **The Schedule** in respect of any one vessel, aircraft or conveyance. Where the policy is subject to periodic declaration, **You** should carefully record details of the consignments in the manner agreed and submit each declaration to **Us** as soon as possible after the end of each declaration period to enable **Us** to calculate any additional premium due. Declarations can be made quickly and easily online to **Us** at [www.avivamarine.com](http://www.avivamarine.com), using **Our** online system.

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

#### 5. Non-Adjustable Policies

If **The Schedule** states that **Your** policy is non-adjustable the premium is based on the estimated sendings that **You** have supplied to **Us**. If **You** exceed these, within the policy period, **We** reserve the right to charge an additional premium to cover these sendings.

#### 6. Errors and Omissions

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

#### 7. Non Contribution

**We** will not pay for any loss, damage or expense to the **Subject Matter Insured** which is covered under any other insurance policy, or which would be so covered if this policy did not exist. In such circumstances **We** shall only pay for any excess beyond the amount that would have been payable under the other insurance if this policy had not been effected.

#### 8. Fraud

If a claim made by **You** or anyone acting on **Your** behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, **We** may:

- (a) refuse to pay the claim,
- (b) recover from **You** any sums paid by **Us** to **You** in respect of the claim,
- (c) by notice to **You** cancel the policy with effect from the date of the fraudulent act without any return of premium.

If **We** cancel the policy under (c) above, then **We** may refuse to provide cover after the time of the fraudulent act. This will not affect any liability **We** may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than **You** and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, **We** may:

- (a) refuse to pay the claim,
- (b) recover any sums paid by **Us** in respect of the claim (from **You** or such person, depending on who received the sums or who benefited from the cover provided),
- (c) by notice to **You** and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If **We** cancel a person's cover under (c) above, then **We** may refuse to provide cover after the time of the fraudulent act. This will not affect any liability **We** may have under such cover occurring before the time of the fraudulent act.

## 9. Non Disclosure, Misrepresentation or Misdescription

### (a) Before this policy was entered into

If **You** have breached **Your** duty to make a fair presentation of the risk to **Us** before this policy was entered into, then:

- where the breach was deliberate or reckless, **We** may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - **We** would not have agreed to provide cover under this policy on any terms, **We** may avoid this policy and refuse all claims, but will return any premiums paid
  - **We** would have agreed to provide cover under this policy but on different terms (other than premium terms), **We** may require that this policy includes such different terms with effect from its commencement, and/or
  - **We** would have agreed to provide cover under this policy but would have charged a higher premium, **Our** liability for any loss amount payable shall be limited to the proportion that the premium **We** charged bears to the higher premium **We** would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

### (b) Before a variation was agreed

If **You** have breached **Your** duty to make a fair presentation of the risk to **Us** before any variation to this policy was agreed, then:

- where the breach was deliberate or reckless, **We** may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - **We** would not have agreed to the variation on any terms, **We** may treat this policy as though the variation was never made, but will return any additional premiums paid
  - **We** would have agreed to the variation but on different terms (other than premium terms), **We** may require that the variation includes such different terms with effect from the date it was made, and/or
  - **We** would have agreed to the variation but would have increased the premium, or would have increased it by more than **We** did, or would not have reduced it or would have reduced it by less than **We** did, **Our** liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

## 10. Subjectivity Condition

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

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

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

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

**We** will contact **You** with **Our** decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by **You** and/or any decision by **Us** will take effect.

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

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

The above conditions do not affect **Our** right to void the policy if **We** discover information material to **Our** acceptance of the risk that ought to have been disclosed to **Us** but was not. Please refer to the Important Note within the Contract of Insurance page of **Your** policy booklet.



## General Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy, except when used in headings and titles. We may also use clauses and endorsements that contain defined terms which do not start with capital letters.

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

### **Basis of Valuation**

The basis that You should use for declarations and that We will use for claims adjustment, unless otherwise specified in The Schedule.

### **Certificate of Insurance**

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

### **Container**

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

### **JCC and Institute Clauses**

Those clauses as set out in full in The Cargo Clauses Booklet. Only those JCC and Institute Clauses listed in The Schedule will be applicable to this policy and are incorporated into this policy by reference.

### **Premises**

Shall mean that portion(s) of a building of Substantial Construction used by You for the storage of the Subject Matter Insured but shall not include any yard, compound, garden or open space.

### **Section**

A part of this policy that details the insurance cover provided under such Section.

### **Subject Matter Insured**

The subject matter insured under this policy, being those types of goods described in The Schedule.

### **Substantial Construction**

Unless otherwise stated in The Schedule, shall in relation to a building mean that it is

- (1) constructed of
  - (a) brick, stone, concrete
  - (b) profiled metal on a steel frame, and
- (2) roofed with slate, concrete, tile, metal or asbestos.

### **Terrorism**

Any act of terrorism being an act of any person(s) 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.

### **The Cargo Clauses Booklet**

The booklet accompanying this policy and which sets out in full the JCC and Institute Clauses.

### **The Schedule**

The document which specifies details of The Policyholder, the Premises, the Subject Matter Insured, Basis of Valuation, sum insured, method of shipment, applicable JCC and Institute Clauses and any excess(es), endorsements and conditions applying to this policy.

**Unattended**

Where neither You nor any person(s) authorised by You:

(1) are in attendance at the Premises; or

(2) have any Vehicle on which the Subject Matter Insured is loaded under constant observation,

and neither You nor any such person(s) have a reasonable prospect of preventing any unauthorised access to, or interference with, the Premises, any such Vehicle or the Subject Matter Insured.

**Vehicle**

Any one road vehicle and shall include trailer or trailers or Container or Containers combined.

**We/Us/Our/Aviva**

Aviva Insurance Limited.

**You/Your/The Policyholder**

The person(s), company(ies), partnership(s) or unincorporated association(s) named in The Schedule as The Policyholder.

## General Policy Exclusions

The following exclusions apply to **Your** policy in addition to any exclusions contained in the **JCC and Institute Clauses** as listed in **The Schedule** and as set out in full in **The Cargo Clauses Booklet**.



### **Derangement**

**We** will not cover any electrical, mechanical and/or electronic derangement unless caused by a peril insured against.

### **Local Legislation**

**We** will not cover the **Subject Matter Insured**, voyages or transits to or from any country where local legislation precludes the insurance from being placed outside of that country or requires insurance to be placed within that country.

### **Process Exclusion**

Subject always to other terms and conditions of this policy, this policy excludes physical loss of or damage to the **Subject Matter Insured** whilst the **Subject Matter Insured** is being processed, manufactured, tested or otherwise worked upon.

Notwithstanding the above, whilst the **Subject Matter Insured** is being processed, manufactured, tested or otherwise worked upon, **We** will cover physical loss of or damage to the **Subject Matter Insured** proximately caused by the peril(s) of fire, lightning, explosion, aircraft, flood, windstorm, earthquake or theft, subject always to the limits and excesses elsewhere in the policy.

### **Second-hand and/or Used and/or Damaged and/or Unpacked Goods**

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

- (1) second-hand and/or used goods which have not been fully reconditioned and/or refurbished
- (2) damaged goods
- (3) unpacked goods

which is attributable to:

- (1) rust, oxidation and/or discoloration
- (2) chipping, denting, scratching, bruising and cost of repainting
- (3) twisting, bending and distortion

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

## Claims Procedure

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

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

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

### **(2) Report potential claims immediately to Us**

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

Marine Claims Manager                      Tel: 0345 030 7366

#### **Aviva**

4th Floor    E-mail: [marine.claims@aviva.com](mailto:marine.claims@aviva.com)

10 Chapel Walks  
Manchester  
M2 1HL

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

This notice must include

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

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

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

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

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

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

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

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

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

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

**(5) Formal claim against Carriers and Bailees**

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

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

**Note – As with initial notification of claim the formal claim must be submitted to carriers and/or bailees within the timescales laid down in the conditions of carriage or bailment in order to prevent valid claims being declined.**

**(6) On Account Payments**

Where a claim cannot be quantified within 30 working days of **Our** admission of liability and such claim is anticipated by **Us** to be in excess of £10,000, **We** will arrange to make an interim claims payment to **You** of 80% of the agreed anticipated net claim.

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

**(7) Fast Track Claims Service**

If **Your** claim is for £5,000 or less, **We** can speed it through **Our** system. All **You** need to do is make sure that **You** complete the relevant claim form and include all the necessary supporting documents.

**(8) Notify to the police**

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

**(9) Documents required to evidence the claim**

- (1) Original **Certificate of Insurance** or policy or policy and Declaration reference (as applicable).
- (2) Original sales or commercial invoices.
- (3) Original transit and consignment documents e.g. “Shipped” Bill of Lading, Carrier Air Waybill, House Air Waybill, CMR Note, Certificate of Shipment, Rail Consignment Note and/or other contracts of carriage.
- (4) Packing Lists (to identify the goods actually packed in each carton, case, etc.).
- (5) Receipts issued during transit and at delivery Landing (or Short landing) Accounts, Weight Notes, Delivery Receipts and similar documents.
- (6) Survey report (if issued).
- (7) Repair and/or replacement estimates.
- (8) Other documentary evidence as reasonably requested by **Us**.
- (9) Statement of claim.
- (10) Details of the loss and/or damage including a calculation or estimate of the claim amount.
- (11) Copies of all correspondence exchanged with the carriers, bailees, suppliers and other parties regarding their liability for the loss and/or damage.

## Important Information

### Choice of Law

In the absence of any written agreement to the contrary this contract and any arbitration shall be subject to and governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English courts.

### Data Protection – Privacy Notice

Aviva Insurance Limited is the main company responsible for your Personal Information (known as the controller).

We collect and use Personal Information about you in relation to our products and services. Personal Information means any information relating to you or another living individual who is identifiable by us. The type of Personal Information we collect and use will depend on our relationship with you and may include more general information (e.g. your name, date of birth, contact details) or more sensitive information (e.g. details of your health or criminal convictions).

Some of the Personal Information we use may be provided to us by a third party. This may include information already held about you within the Aviva group, information we obtain from publicly available records, third parties and from industry databases, including fraud prevention agencies and databases.

This notice explains the most important aspects of how we use your Personal Information, but you can get more information by viewing our full privacy policy at [aviva.co.uk/privacypolicy](https://www.aviva.co.uk/privacypolicy) or requesting a copy by writing to us at: The Data Protection Team, Aviva, PO Box 7684, Pitheavlis, Perth PH2 1JR. If you are providing Personal Information about another person you should show them this notice.

We use your Personal Information for a number of purposes including providing our products and services and for fraud prevention.

We also use profiling and other data analysis to understand our customers better, e.g. what kind of content or products would be of most interest, and to predict the likelihood of certain events arising, e.g. to assess insurance risk or the likelihood of fraud.

We may carry out automated decision making to decide on what terms we can provide products and services, deal with claims and carry out fraud checks. More information about this, including your right to request that certain automated decisions we make have human involvement, can be found in the “Automated Decision Making” section of our full privacy policy.

We may process information from a credit reference agency, including a quotation search where you are offered an Aviva credit payment facility. More information about this can be found in the “Credit Reference Agencies” section of our full privacy policy.

We may use Personal Information we hold about you across the Aviva group for marketing purposes, including sending marketing communications in accordance with your preferences. If you wish to amend your marketing preferences please contact us at: [contactus@aviva.com](mailto:contactus@aviva.com) or by writing to us at: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD. More information about this can be found in the “Marketing” section of our full privacy policy.

Your Personal Information may be shared with other Aviva group companies and third parties (including our suppliers such as those who provide claims services and regulatory and law enforcement bodies). We may transfer your Personal Information to countries outside of the UK but will always ensure appropriate safeguards are in place when doing so.

You have certain data rights in relation to your Personal Information, including a right to access Personal Information, a right to correct inaccurate Personal Information and a right to erase or suspend our use of your Personal Information. These rights may also include a right to transfer your Personal Information to another organisation, a right to object to our use of your Personal Information, a right to withdraw consent and a right to complain to the data protection regulator. These rights may only apply in certain circumstances and are subject to certain exemptions. You can find out more about these rights in the “Data Rights” section of our full privacy policy or by contacting us at [dataprt@aviva.com](mailto:dataprt@aviva.com)

**Fraud prevention and detection**

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity;
- Check details of job applicants and employees.

**Claims history**

- Under the conditions of your policy you must tell us about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database.
- We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

We can supply on request further details of the databases we access or contribute to. If you require further details please contact us.

### **Financial Services Compensation Scheme**

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See [fscs.org.uk](https://www.fscs.org.uk)

### **Use of Language**

All communications relating to this contract will be in English.

### **Telephone Call Charges and Recording**

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on Your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

### **Your Cancellation Rights**

There are no statutory cancellation rights under this policy.

### **Policy Availability**

If, at any stage You would like to receive a new copy of Your policy booklet, please contact either Your regular Aviva point of contact or Your insurance adviser, at the address shown on Your policy schedule.

### **Customers with Disabilities**

All documentation is also available in large print, audio and braille. If you require any of these formats please contact Your insurance adviser.











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Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.