



# Aviva Marine Freight Summary of cover

**This is a summary of our Aviva Marine Freight cover and does not contain the full terms and conditions of the cover, which can be found in the policy document. It is important that you read the policy document carefully when you receive it.**

## Type Of Insurance and Cover (Marine Freight)

Aviva Marine Freight insurance protects you against contractual liability for loss or damage to your customers' goods in transit. It's suited to all UK domiciled carriers and bailees, including hauliers, warehouse-keepers, couriers and freight forwarders. And, it's also flexible with a number of optional extensions to cater for individual business needs.

## Significant benefits and features

- ✔ **Consequential Financial Loss:** We will insure you against consequential financial loss for which you are legally liable, arising solely from:
  - (a) physical loss of or damage to goods (not your property) for which this policy otherwise becomes liable
  - (b) delay
  - (c) accidental mis-deliveryup to a maximum limit of indemnity any one occurrence of £250,000.
- ✔ **Contract Conditions Set Aside:** Should your conditions of contract, carriage, trading and or storage be set aside by an unappealable order of the court, we will indemnify you to the extent of your legal liability at common law, up to a maximum limit of indemnity any one occurrence of £500,000.
- ✔ **Cabotage:** We will insure you against your legal liability under the national laws of any country within the geographical limits (other than Zone 1), in respect of the carriage of goods if
  - (a) you did not incorporate conditions of contract, carriage or trading into the contract with your customer and
  - (b) no international convention applied by lawup to a maximum limit of indemnity any one occurrence of £75,000.
- ✔ **Legal Costs:** We will insure you against legal fees, costs and expenses incurred with our prior written consent in defending any claim made against you, but only:
  - (a) in respect of that part of any dispute agreed by us, to be covered by this policy and
  - (b) where we have exercised our option to take over and conduct in your name investigation, negotiation, settlement of and/or litigation in respect of the claim.
- ✔ **Drivers Personal Effects:** We will insure you against loss or damage to your driver's personal effects, up to a maximum limit of indemnity any one occurrence of £1,000.
- ✔ **Temporary Storage:** We will insure you against your legal liability for physical loss of or damage to goods whilst in temporary storage during the ordinary course of transit between the collection and delivery addresses specified in the contract of carriage, for a maximum period of 30 days.
- ✔ **Unwitting CMR:** We will insure you against your unwitting legal liability for physical loss of or damage to goods subject to the CMR Convention within the geographical limits of Zone 1 only, up to a maximum limit of indemnity any one occurrence of £350,000.
- ✔ **Third Party Equipment:** We will insure you against your legal liability for physical loss of or damage to third party trailers and containers whilst in your care, custody or control, up to a maximum limit of indemnity any one occurrence of £100,000.

- ✔ **Theft Attractive Goods:** Notwithstanding the limits of indemnity specified in the schedule, the maximum liability accepted by us arising from any claim occurring as a result of theft or attempted theft in respect of the following goods when carried by you is limited to a maximum amount of £75,000 per occurrence, or any lesser amount specified in the schedule unless otherwise agreed by us in writing.

Wines and/or spirits including but not limited to champagne;

Cigars, cigarettes and tobacco excluding raw leaf tobacco;

Non-ferrous metals in raw scrap bar or ingot or similar form;

Footwear, clothing, furs, leathers and readymade garments;

Mobile phones and/or smart phones and/or wireless communication devices;

Precious stones or precious metals or articles made of or containing precious stones or metals;

Audio/visual equipment;

Satellite navigation equipment;

Computer equipment, software, hardware (excluding loss of data where no cover shall apply) and accessories;

Photographic equipment and accessories;

Bottled perfumery and cosmetics;

Watches and jewellery

This limitation shall not attach when such goods are carried by you:

(a) without your knowledge in sealed containers; or

(b) without your knowledge as part of a groupage load.

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

## Significant exclusions and limitations

The following exclusions apply to your policy in addition to any exclusions contained the schedule.

- ✘ **Excess:** The excess (the amount you have to pay on any claim).
- ✘ **Consequential Financial Loss:** We will not be liable for:
  - (a) failure to meet an agreed delivery time or date
  - (b) death or injury to or disease or illness of any person
  - (c) consequential financial loss unless you contract via your conditions of contract, carriage, trading and or storage to exclude liability for such financial loss or to limit your liability to a maximum of four times the amount charged by you for the service provided in respect of goods physically lost or damaged
- ✘ **Drivers Personal Effects:** We will not be liable for:
  - (a) personal effects specifically insured elsewhere
  - (b) Theft attractive goods and/or excluded goods
- ✘ **Temporary Storage:** We will not be liable for:
  - (a) Goods stored for a fee
  - (b) Goods in temporary storage that are the subject of a contract for storage and distribution
  - (c) Goods in temporary storage that are not stored in a premise of substantial construction.
- ✘ **Unwitting CMR:** Only applies to CMR by Statute and does not extend to include any liability where you were aware that CMR applied, nor any liability subject to CMR by Contract agreements.
- ✘ **Third Party Equipment:** We will not be liable for trailers and/or containers owned by or hired, leased or loaned to you or for which you have been instructed to insure or for which you have contracted to provide an indemnity or accept responsibility.

## What are my Obligations

This is a summary of the actions you must take to make sure your policy cover operates fully.

- Your policy wording, the information you have provided and/or the application form, the statement of fact, the Schedule or notice issued by us at renewal and any endorsement together form the contract of insurance between us and you and must be read together.
- 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.
- You should keep a written record (including copies of letters) of any information you give us or your insurance adviser when you renew the policy.
- 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.
- You must report all potential claims immediately to us.
- Immediate notification must be given to sub-contractors or other bailees of loss or damage by letter or e-mail.
- If an intermediary has arranged your business with us and you need to discuss any issues regarding their service, you should contact them.
- Under the conditions of your policy you must tell us about any insurance related incidents (such as theft, wet damage or non-delivery) 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.

## How to claim

Claims can be reported via our Marine claims team

Telephone: **0345 030 7366**

E-mail: **marine.claims@aviva.com**

## How do I make a complaint?

If for any reason you are unhappy with our service, we would like to hear from you. In the first instance, please contact your insurance advisor. Where a complaint cannot be resolved to your satisfaction, you may be able to ask the Financial Ombudsman Service to carry out an independent review. Whilst we are bound by their decision you are not. Contacting them will not affect your legal rights. You can contact the Financial Ombudsman Service by telephone on **0800 023 4567**. You can also visit their website at **www.financial-ombudsman.org.uk** where you will find further information.

## How do I cancel the contract?

You can cancel your policy at any time during your period of cover, subject to the notice period shown in your policy. To cancel, contact your insurance adviser.

## How long does my Aviva Business Insurance run for?

Your policy will remain in force for 12 months from the date of commencement (or as otherwise shown on your Schedule) and for any period for which you renew the policy, as long as you continue to pay your premium.

## Where am I covered?

This will depend on the product and choices you have made. Please refer to the policy booklet for details of where you are covered.

## When and how do I pay?

Payment options should be discussed with your insurance adviser.

## Would I receive compensation if Aviva were unable to meet its liabilities?

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**

## 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.