



# Aviva Marine Cargo

## Summary of cover

**This is a summary of our Aviva Marine Cargo 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 Cargo)

Aviva Marine Cargo Insurance protects you against loss of, or damage to, goods while being shipped around the world and transported across the UK, either by road, rail, sea or air. Single trip cover is available to cover one-off movements.

### Significant benefits and features

- ✓ **Brand and/or Trademark Protection:** Protection if any goods insured bearing your name, brand or trademark become unfit for marketing due to damage covered by the policy.
- ✓ **Duty:** Cover for any excise duty paid and not recoverable in respect of lost or damaged goods where the loss or damage is covered by the policy.
- ✓ **Re-Packing Costs:** Cover for reasonable costs of re-packing, re-cartoning, re-bagging or re-palletising the goods insured following loss or damage covered by the policy.
- ✓ **Testing, Sorting and Segregation:** Cover for the cost of testing, sorting and segregating the goods insured (including surveyor's fees, additional storage charges and transportation costs) in the event of loss or damage covered by the policy or external signs of damage to the goods.
- ✓ **Airfreight Replacement:** Cover for the reasonable costs of air freighting damaged goods insured to the repairer for repair and return, or replacement parts from the supplier, following loss or damage covered by the policy. Maximum £100,000 any one incident.
- ✓ **Container Demurrage Charges:** Cover for any late penalty and/ or demurrage charge for holding any container, trailer or rail car past the original agreed date at our direction. Maximum £10,000 any one incident.
- ✓ **Customs Damage:** Cover for loss of or damage to the goods insured directly caused by legal actions of customs inspectors or other authorized government agencies during the course of their inspections.
- ✓ **Debris Removal:** Cover for costs reasonably incurred to remove, dispose of and/or destroy the debris of the damaged goods insured.
- ✓ **Fumigation:** Cover for fumigation expenses incurred to minimise or avoid a loss.
- ✓ **Non-Delivery:** If there is any claim for non-delivery of goods insured we will pay the claim in full after 30 days, provided that the goods insured remain unlocated and you have taken all reasonable steps to locate them.
- ✓ **Packer's Premises:** Cover for loss of or damage to the goods insured while at a packer's premises for up to 30 days.
- ✓ **Pollution Hazard:** Cover for loss of or damage to the goods insured caused by governmental authorities acting in the public interest to prevent or mitigate a pollution hazard following loss or damage covered by the policy.
- ✓ **Warehouse to Warehouse Cover:** Cargo cover starts from the time the goods insured leave any supplier's premises, notwithstanding that the goods insured may have been purchased on terms which provide that the seller's responsibility ceases at any point prior to delivery.
- ✓ **Fast Track Claims Service:** If your claim is for £5,000 or less we can speed it through our system.

## Significant exclusions and limitations

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 Book

- ✘ **Excess:** The excess (the amount you have to pay on any claim).
- ✘ **Duty:** 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 the clause have been complied with shall rest with you.
- ✘ **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 goods 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:** We will not cover physical loss of or damage to the goods insured whilst they are being processed, manufactured, tested or otherwise worked upon. However, we will cover such loss or damage where it is 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 or (3) unpacked goods which is attributable to: (1) rust, oxidation and/or discoloration (2) chipping, denting, scratching, bruising and cost of repainting or (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.

## 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 (including those JCC and Institute Clauses incorporated by reference in 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 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.
- You must report all potential claims immediately to us.
- Immediate notification must be given to carriers and bailees by telephone or fax.
- You must as soon as reasonably possible notify to the police any loss or damage caused by theft or malicious damage and obtain a crime reference number.
- 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: **0161 931 8424** or **0161 931 8429**  
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.