



**Freight Forwarders Online Cargo
Policy Wording**

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GEOGRAPHICAL AREAS

British Isles	United Kingdom, Guernsey, Jersey, Isle of Man, Ireland
Europe	Åland Islands, Albania, Andorra, Austria, Azores, Belgium, Bulgaria, Canary Islands, Croatia, Cyprus, Czech Republic (the), Denmark, Estonia, Faroe Islands (the), Finland, France, Germany, Gibraltar, Greece, Vatican City State, Hungary, Iceland, Italy, Kosovo (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia (the former Yugoslav Republic of), Madeira, Malta, Monaco, Netherlands (the), Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland.
Northern America	United States of America, Bermuda, Canada, Greenland, Saint Pierre and Miquelon.
Australia, New Zealand, South Africa, Middle East, Far East and South East Asia	Australia, Bahrain, Brunei Darussalam, Cambodia, China, Christmas Island, Cocos (Keeling) Islands Hong Kong, Indonesia, Israel, Japan, Jordan, Kuwait, Lao People's Democratic Republic, Macao, Malaysia, Mongolia, New Zealand, Oman, Palestine, Philippines, Qatar, Saudi Arabia, Singapore, South Africa, South Korea, Taiwan, Thailand, Timor-Leste, United Arab Emirates, Vietnam.
Caribbean, Pacific Islands and British Overseas Territories	American Samoa, Anguilla, Antigua and Barbuda, Aruba, Bahamas, Barbados, Bonaire, Sint Eustatius and Saba, Cayman Islands, Cook Islands, Curaçao, Dominica, Dominican Republic, Fiji, French Polynesia, Grenada, Guadeloupe, Guam, Haiti, Jamaica, Kiribati, Marshall Islands, Martinique, Micronesia (the Federated States of), Montserrat, Nauru, New Caledonia, Niue, Norfolk Island, Northern Mariana Islands, Palau, Papua New Guinea, Puerto Rico, Saint Barthélemy, Saint Helena, Ascension and Tristan da Cunha, Saint Kitts and Nevis, Saint Lucia, Saint Martin (French part), Saint Vincent and the Grenadines, Samoa, Sint Maarten (Dutch part), Solomon Islands, Tokelau, Tonga, Turks and Caicos Islands, Tuvalu, Virgin Islands (British), Virgin Islands (U.S.), Wallis and Futuna.
Former USSR and South Asia	Armenia, Azerbaijan, Bangladesh, Bhutan, Georgia, India, Kazakhstan, Kyrgyzstan, Maldives, Moldova (the Republic of), Nepal, Pakistan, Sri Lanka, Tajikistan, Turkey, Turkmenistan, Uzbekistan.
Central and South America	Argentina, Belize, Bolivia, Chile, Colombia, Costa Rica, Ecuador, El Salvador, Falkland Islands (Malvinas), French Guiana, Guatemala, Guyana, Honduras, Mexico, Panama, Paraguay, Peru, Suriname, Uruguay.
Africa (excluding South Africa)	Algeria, Benin, Botswana, Burkina Faso, Cameroon, Cape Verde, Chad, Comoros, Congo, Côte d'Ivoire, Djibouti, Equatorial Guinea, Gabon, Gambia, Ghana, Kenya, Lesotho, Madagascar, Malawi, Mauritania, Mauritius, Mayotte, Morocco, Mozambique, Namibia, Niger, Réunion, Sao Tome and Principe, Senegal, Seychelles, , Swaziland, Tanzania, Togo, Western Sahara, Zambia.
Excluded Voyages	Afghanistan, Angola, Belarus, Bosnia and Herzegovina, Brazil, Burma, Burundi, Central African Republic, Cuba, Democratic Republic of Congo, Egypt, Eritrea, Ethiopia, Iran, Iraq, Lebanon, Liberia, Libya, Mali, Montenegro, Myanmar, Nicaragua, Nigeria, North Korea, Republic of Guinea, Republic of Guinea-Bissau, Russia, Rwanda, Serbia, Sierra Leone, Somalia, South Sudan, Sudan, Syria, Sri Lanka, Trinidad and Tobago, Tunisia, Uganda, Ukraine, Vanuatu, Venezuela, Yemen, Zimbabwe and any other country where their local legislation decrees insurance must be affected locally, unless agreed by Us in writing prior to the commencement of transit.
Restricted Voyages	<p>In respect of the following countries this insurance cover will cease upon the discharge of the subject matter insured from the carrying conveyance at port/airport/border as applicable:</p> <p>Algeria, Bangladesh, Benin, Botswana, Burkina Faso, Cameroon, Cape Verde, Chad, Comoros, Congo, Djibouti, Dominican Republic, Ecuador, Equatorial Guinea, Gabon, Gambia, Georgia, Ghana, Haiti, Ivory Coast, Jordan, Kenya, Lesotho, Madagascar, Malawi, Mauritania, Mauritius, Mayotte, Mozambique, Namibia, Nicaragua, Niger, Nigeria, Pakistan, Sao Tome and Principe, Senegal, Seychelles, Solomon Islands, Swaziland, Tanzania, Togo, Zambia.</p> <p>In respect of the following countries/areas this insurance cover excludes War and Strikes cover:</p> <p>Algeria, Azerbaijan, Bangladesh, Bolivia, Burkina Faso, Cameroon, Chad, Colombia, Congo, Ecuador, Equatorial Guinea, Georgia, India, Ivory Coast, Jordan, Kenya, Madagascar, Mauritania, Moldova, Nepal, Niger, Nigeria, Palestinian Authority, Pakistan, Peru, Philippines, Saudi Arabia, South Korea.</p>

INTEREST CATEGORIES

General/Non Fragile Merchandise

General Cargo and/or Merchandise are deemed to be goods which attract no special hazard in regard to stowage, handling, packing or during normal methods of transit or by their inherent nature are not more than normally susceptible to loss and/or damage arising from pilferage, leakage, shortage, loss in weight, breakage, scratching, bruising, chipping, denting, bending or crushing or are not liable to perish, deteriorate or suffer any changes in quality or suffer from electrical, mechanical or any other form of derangement or breakdown.

Example of goods which can be insured under this category, please note this list is purely an example and is not exhaustive.

- Chemicals & pharmaceutical products in drums, sacks, bags, bottles, tins, cans, paper, sachets including liquid items in tins
- Dried foodstuffs in bags & sacks including beans, rice, pulses, herbs & spices
- Flat packed furniture (excluding glass)
- Foodstuffs in cartons, bottles, tins, cans and jars
- Hardware, tools, garage equipment, ironmongery, taps & wire, rubber mats
- Plastic hollowware
- Office sundries, stationery, printed matter & books
- Made up clothing (excluding designer clothing/shoes/bags, furs)
- Machinery, machinery parts & spares such as heavy material, generators, road works equipment, drilling equipment
- Non-fragile motor vehicle spares, accessories and tyres
- Textiles, piece goods including fabrics, haberdashery & yarn
- Bottled drinks BUT excluding wines and spirits
- Branded Goods such as cosmetics, confectionery, sports goods, leisure articles, bicycles, perfumes, eyewear, toys & games
- Electronics including radios, televisions, audio equipment, video recorders, cameras, desktop computers, calculators, electronic toys, video games, consoles
- White goods and new furniture (White Goods defined as cookers, ovens, refrigerators & freezers, washing machines, dishwashers and other white or enameled goods packed in cases, cartons or waterproof crates).

Fragile Goods

- Glass or items containing Glass
- Earthenware
- Glassware
- Sanitary ware
- Chinaware
- Pottery
- Crystal ware
- Bulbs
- Neon Tubes
- Cathode Ray Tubes
- Marble

EXCLUDED GOODS, CLASSES OF BUSINESS AND COVERAGES

Excluded Goods:

- Private / consumer / non-commercial shipments
 - Aircraft, helicopters, boats, motor vehicles, motor cycles, heavy duty vehicles including but not limited to tractors, cranes, trucks, buses)
 - Alcoholic beverages such as wines, spirits, port, champagne, liqueurs
 - Ammunition, arms and designated explosives
 - Asbestos
 - Cargo shipped in bulk
 - Cash, bullion, vouchers, tickets, deeds, bonds, stamps, medals, coins,
 - Tobacco products
 - Microchips, microprocessors, central processing units, memory modules, motherboards, expansion boards and/or hi-tech components of a similar nature designed to be used in, or in connection with computer equipment but not when fitted in such a device
 - Laptop, notebooks and tablet computers, mobile telephones and sim cards, portable media players
 - Containers
 - Fishmeal & fish catch
 - Furs hides & skins
 - Designer clothing and footwear (clothing/footwear that bears the logo of a recognizable fashion designer)
 - Heavy-lift, oversized, over weight and out of gauge cargo
 - Jewellery, watches, precious stones & metals
 - Ocean towage risks
 - Peanuts (groundnuts)
 - Perishable goods (such as chilled meats, flowers, fresh fruits & vegetables), temperature controlled goods
 - Refined sugar
 - Satellite cargo business up to launch
 - Steel coils, bars, beams, billets and similar goods shipped in bulk
 - Works of art, sculptures, fine art and antiques
 - Living creatures
- War and civil war risks except as specifically covered by the terms of the certificates or other documents evidencing cover
 - Nuclear risks
 - Risks of financial guarantee, financial default, bankruptcy or insolvency
 - Rejection Risks
 - Ocean Towage Risks
 - Container leasing Operations
 - Consequential Loss/Delay Start up business
 - Jewellers Block
 - Furriers Block
 - Confiscation, Nationalisation, Expropriation and Deprivation risk
 - Quota Share/Surplus Reinsurance business

AND as per the Non-Marine Exclusion list as follows;

- a) All Excess of Loss Reinsurance, other than Facultative or Reporting Excess of Loss Reinsurances
- b) Real Property, which is defined as buildings.
- c) Fixtures and fittings of all premises.
- d) Business Interruption and other contingent risks, except for consequential loss written in conjunction with a Marine risk.
- e) Computer software and hardware other than prior to installation.
- f) Manufacturing and/or processing risks
- g) Electronic transfer, unless resulting in a physical loss or damage.
- h) Stock and/or goods at retail premises (other than Specie risks) where the sum insured exceeds GBP200,000 (or equivalent in other currencies).
- i) Political risks as below.

POLITICAL RISK, FINANCIAL GUARANTEE & CREDIT RISK EXCLUSION CLAUSE

This insurance excludes any loss or liability arising from the following:

1. Contract Frustration Business, including but not limited to, all forms of non-performance of contractual obligations, imports and/or export embargo, non-ratification of contracts, exchange transfer, calling of bonds and guarantees and force majeure indemnities.
2. Failure or delay to deliver or supply any form of property whatsoever, unless as a direct result of physical damage.

Any form of Financial Guarantee, Surety or Credit indemnity.

COVER

CLAUSES AND CONDITIONS

INSURING TERMS

This policy document should be read in conjunction with your terms and conditions stated on the certificate of marine cargo insurance. Any specific terms & conditions stated on the certificate of marine cargo insurance override the following clauses.

Institute Cargo Clauses (A) CL 382 dated 1.1.09 and/or Institute Cargo Clauses (Air) CL 387 dated 1.1.09 as applicable.

Institute War Clauses (Cargo) CL 385 dated 1.1.09 and/or Institute War Clauses (Air Cargo) CL 388 dated 1.1.09 as applicable.

Institute Strikes Clauses (Cargo) CL 386 dated 1.1.09 and/or Institute Strikes Clauses (Air Cargo) CL 389 dated 1.1.09 as applicable.

Please note that cover in respect of War and Strikes is not automatic for all transits.

No insurance cover is in place unless a certificate of marine cargo insurance is issued correctly in accordance with the policy wording, policy schedule and any special projects agreed by Underwriters.

BASIS OF VALUATION

As declared, but not to exceed:

1. If new, the prime cost of the goods or merchandise plus the expenses of, or incidental to, shipping, the freight for which the Assured is liable, the charges of insurance, plus 10%, plus duty if incurred.
2. If not new, the market value of the goods or merchandise at time of shipment plus the expenses of, or incidental to, shipping, the freight for which the Assured is liable, the charges of insurance, plus 10%, plus duty if incurred.

CANCELLATION CLAUSE

Subject to:

30 days' notice of cancellation from either party at any time for Marine risks

7 days' notice of cancellation for War, Strikes, Riots and Civil Commotions risks,

but 48 hours' notice of cancellation for Strikes, Riots, and Civil Commotions risks in respect of sendings to or from U.S.A. Cancellation shall become effective on the expiry of the appropriate number of days from midnight on the day on which notice of cancellation is issued by the Insured or by Underwriters but shall not apply to any transit insurance which shall have been declared or attached in accordance with contract terms and conditions before the cancellation becomes effective.

CARGO ISM ENDORSEMENT (JC98/019)

Applicable to shipments on board Ro-Ro passenger ferries. Applicable with effect from 1st July 1998 to shipments on board:

(1) passenger vessels transporting more than twelve passengers, and (2) oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 gt or more. Applicable with effect from 1st July 2002 to shipments on board all other cargo ships and mobile offshore drilling units of 500 gt or more. In no case shall this insurance cover loss, damage or expense where the subject matter insured is carried by a vessel that is not I.S.M. Code certified or whose owners or operators do not hold an I.S.M. Code Document of Compliance when, at the time of loading of the subject matter insured on board the vessel, the Insured was aware, or in the ordinary course of business should have been aware: (a) Either that such vessel was not certified in accordance with the I.S.M. Code. (b) Or that a current Document of Compliance was not held by her owners or operators. as required under the SOLAS Convention 1974 as amended. This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.

CARGO ISM FORWARDING CHARGES CLAUSE

(For use only with JCC Cargo ISM Endorsement JC98/019) In consideration of an additional premium to be agreed, this insurance is extended to reimburse the Insured, up to the limit of the sum insured for the voyage, for any extra charges properly and reasonably incurred in unloading, storing and forwarding the subject-matter insured to the destination to which it is insured hereunder following release of cargo from a vessel arrested or detained at or diverted to any other port or place (other than the intended port of destination) where the voyage is terminated due either (a) to such vessel not being certified in accordance with the ISM Code or (b) to a current Document of Compliance not being held by her owners or operators. as required under the SOLAS Convention 1974 as amended. This clause, which does not apply to General Average or Salvage or Salvage Charges, is subject to all other terms conditions and exclusions contained in the policy and to JCC Cargo ISM Endorsement JC 98/019.

CERTIFICATE CLAUSE

Notwithstanding the conditions of this contract, it is agreed that certificates and/or policies may be issued hereunder to the Assured to comply with the insurance requirements of any letter of credit and/or sales contract concerned, provided the cover required is not wider than that provided by the current contract wording. In the event that wider coverage is required, prior agreement of Underwriters is to be obtained at an additional premium to be agreed. If the conditions which appear on the certificate are wider than the conditions given by the wording or given by the Underwriters, the Assured remains liable for the difference between these conditions.

No insurance cover is in place unless a certificate of marine cargo insurance is issued correctly in accordance with the policy wording, policy schedule and any special projects agreed by Underwriters.

COMPUTER MILLENNIUM CLAUSE (JC98-024)	In no case shall this insurance cover any loss, damage, expense or liability of whatsoever nature which might otherwise be recoverable under this insurance arising out of or in any way connected with, whether directly or indirectly, the use or operation of any computer, computer system, computer software, programme or process or any electronic system where any such loss, damage, expense or liability arises, whether directly or indirectly, as a consequence of (i) the date change to the year 2000 or any other date change and/or (ii) any change or modification of or to such computer, computer system, computer software, programme or process or any electronic system in relation to such date change. This exclusion does not apply to: 1. Claims for loss of or damage to the subject matter insured reasonably attributable to a. fire or explosion b. vessel or craft being stranded grounded sunk or capsized c. overturning or derailment of land conveyance d. collision or contact of vessel craft aircraft or conveyance with any external object other than water e. total loss of aircraft in flight f. discharge of cargo at a port of distress g. total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel craft or aircraft h. general average sacrifice i. jettison or washing overboard j. entry of sea lake or river water into vessel craft hold conveyance liftvan or place of storage 2. General average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded elsewhere in this insurance. Subject always to the terms, conditions, limits and exclusions contained elsewhere in this policy.
CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE	The provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this insurance or to any certificate(s) of insurance hereunder. Neither this nor any certificates issued hereunder confer any benefits on any third parties. No third party may enforce any term of this insurance or of any certificate issued hereunder. This clause shall not affect the rights of the Assured (as assignee or otherwise) or the rights of any loss payee.
CRAFT CLAUSE	Including transit by craft and/or lighter to and from the vessel. Each craft and/or lighter to be deemed a separate insurance. Also to cover any special or supplementary lighterage. The Insured is not to be prejudiced by any agreement exempting lightermen from liability.
DECONSOLIDATION AND UNPACKING COVERAGE	This policy is extended to cover, subject to its terms and conditions, goods and/or merchandise which have been or will be covered under this policy for the import or export voyage owned by the Assured or held by the Assured in trust or otherwise held or sold, or on joint account with or belonging to others, and for which the Assured can be liable while temporarily held in customs or elsewhere while awaiting shipment consolidation, repacking and other preparations for export or entry, including storage pending commencement of transit to final insured destination, for a period of not exceeding 30 (thirty) days. Held covered beyond 30 (thirty) days at premiums to be agreed. This extension of coverage shall not apply to goods and/or merchandise for which a charge has been made by the Assured or his agent for temporary storage. The insurance afforded by this endorsement shall be excess insurance over any other valid and collectable insurance available to the Assured.
DELIBERATE DAMAGE POLLUTION HAZARD CLAUSE	This insurance is also extended to cover, but only while the subject-matter insured is on board a waterborne conveyance, loss of or damage to said property directly caused by governmental authorities acting for the public welfare in order to prevent or mitigate a pollution hazard or threat thereof, provided that the accident or occurrence creating the situation which required such governmental action would have resulted in a recoverable claim under the Policy (subject to all of its terms, conditions and warranties) if the property insured would have sustained physical loss or damage as a direct result of such accident or occurrence. This clause shall not increase the Limits of Liability provided for elsewhere herein.
ELECTRICAL AND MECHANICAL DERANGEMENT	Excluding loss or damage due to mechanical, electrical or electronic breakdown or derangement unless caused by a peril insured against under the terms of this policy and there is evidence of an external damage.
GENERAL AVERAGE	For the purpose of claims for General Average contributions and Salvage charges recoverable hereunder, the subject matter insured shall be deemed to be insured for its full contributory value.
HELD COVERED	The Insured or their Representatives or their Agents shall, when they become aware of an event which is held covered under this insurance, to give prompt notice to the Insurers via their representatives or agents.
INSOLVENCY EXCLUSION ENDORSEMENT	The exclusion of loss damage or expense arising from the insolvency or financial default of the owners, managers' charterers or operators of the vessel or aircraft (as applicable) contained within the Institute Clauses incorporated herein is amended to read loss, damage or expense proximately caused by the insolvency or financial default of the owners, managers charterers or operators of the vessel or aircraft. But, in any event, such exclusion shall not apply where: prior to loading of the subject matter insured on board the vessel or aircraft, all reasonable practicable and prudent measures have been taken by the Insured, its servants or agents, to establish the financial reliability of the party in default; or the insurance has been assigned to the party claiming hereunder, who has bought or agreed to buy the subject matter insured in good faith and without notice of such insolvency or financial default; or the Assured has purchased the subject matter insured on terms under which the supplier or their servants or agents have been responsible for arranging the carriage.

**INSTITUTE
CLASSIFICATION
CLAUSE**

This insurance is subject to the Institute Classification Clause CL 354 dated 1.1.2001 as follows:

QUALIFYING VESSELS

1. This insurance and the marine transit rates as agreed in the policy or open cover apply only to cargoes and/or interests carried by mechanically self-propelled vessels of steel construction classed with a Classification Society which is:
1.1 a Member or Associate Member of the International Association of Classification Societies (IACS*), or
1.2 a National Flag Society as defined in Clause 4 below, but only where the vessel is engaged exclusively in the coastal trading of that nation (including trading on an inter-island route within an archipelago of which that nation forms part).

Cargoes and/or interests carried by vessels not classed as above must be notified promptly to underwriters for rates and conditions to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable commercial market terms.

AGE LIMITATION

2. Cargoes and/or interests carried by Qualifying Vessels (as defined above) which exceed the following age limits will be insured on the policy or open cover conditions subject to an additional premium to be agreed. Bulk or combination carriers over 10 years of age or other vessels over 15 years of age unless they:

2.1 have been used for the carriage of general cargo on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age, or

2.2 were constructed as containerhips, vehicle carriers or double-skin open-hatch gantry crane vessels (OHGCs) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of age.

CRAFT CLAUSE

3. The requirements of this Clause do not apply to any craft used to load or unload the vessel within the port area.

NATIONAL FLAG SOCIETY

4. A National Flag Society is a Classification Society which is domiciled in the same country as the owner of the vessel in question which must also operate under the flag of that country.

PROMPT NOTICE

5. Where this insurance requires the assured to give prompt notice to the Underwriters, the right to cover is dependent upon compliance with that obligation.

LAW AND PRACTICE

6. This insurance is subject to English law and practice. * For a current list of IACS Members and Associate Members please refer to the IACS website at www.iacs.org.uk 1/1/01 CL354-2001

**INSTITUTE
RADIOACTIVE
CONTAMINATION
CHEMICAL,
BIOLOGICAL, BIO-
CHEMICAL,
ELECTROMAGNETIC
WEAPONS
EXCLUSION CLAUSE**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. 1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes. 1.5 any chemical, biological, bio-chemical or electromagnetic weapon. 10/11/03 CL370

**INSTITUTE CYBER
ATTACK EXCLUSION
CLAUSE**

1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system. 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife, arising therefrom, or any hostile act by or against a belligerent power, or terrorism, or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system, computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile. 10/11/03 CL380

LABELS CLAUSE

In the case of damage affecting labels, capsules or wrappers the Underwriters, if liable for such damage under the terms of this Policy, shall not be liable for more than an amount sufficient to pay the cost of new labels, capsules or wrappers, and the cost of reconditioning the goods, but in no event shall the insurers be liable for more than the insured value of the damaged merchandise.

**LAW AND
JURISDICTION**

This insurance is subject to English law and to the exclusive jurisdiction of the courts of England & Wales.

LIABILITY OF CARRIERS BAILEES OR OTHER THIRD PARTIES

It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured and / or their Agents are required:

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing package.
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
3. When delivery is made by container, to ensure that the container and its seals are examined immediately by their responsible official. If the container is delivered damaged or with seals broken or missing or with seals other than those stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
4. To apply immediately for survey by Carriers' or other Bailees, Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
5. To give notice in writing to the Carriers or other Bailees within three days of delivery if the loss or damage was not apparent at the time of taking delivery.

Note: The Consignees or their agents are recommended to make themselves familiar with the regulations of the Port of Authorities at the port of discharge.

NO SURVEY CLAUSE No survey is required on claims which are unlikely to exceed £1,000 or equivalent in any other currency.

NON CONTRIBUTION CLAUSE This insurance does not cover any loss or damage which at the time of the occurrence of such loss or damage is insured by or would but for the existence of this Policy, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this Insurance not been effected. In the event that the Assured shall also have placed specific insurance at any location covered hereunder, this insurance shall only be held for the excess amount of loss over that which shall be collectible from other insurance.

ON DECK SHIPMENTS On deck shipments are insured subject to the deletion of the Institute Cargo Clauses (A) and replacement with Institute Cargo Clauses (C) CL 254 dated 1.1.82 extended to include the risks of washing overboard and theft or non-delivery of an entire consignment or full container, trailer or vehicle load. Shipments in fully enclosed or open top containers are insured subject to Institute Cargo Clauses (A) CL 252 dated 1.1.82.

PAIRS AND SETS CLAUSE Where any insured item consists of articles in a pair or set this policy will not pay more than the value of any particular part or parts which may be lost without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part of such pair or set.

PROCESS CLAUSE Excluding loss and/or damage to the subject-matter hereby insured caused by processing, errors in processing and/or as a direct result of being worked upon unless due to an external cause otherwise covered by this policy.

REPLACEMENT CLAUSE Subject to the Institute Replacement Clause CL 161 dated 1.1.34 and/or the Secondhand Replacement Clause as below, as applicable.

RETURN SHIPMENTS CLAUSE This Policy is extended to cover shipments of returned goods which have not been delivered to the final consignee and which have been continuously covered hereunder, provided such goods remain in their original approved overseas packing and the Insured warrants to report all such shipments as soon as practicable after they have knowledge of the refusal. Shipments returned to the Insured by the consignee shall be subject to the same terms, conditions and rate under which such shipments were insured under this Policy while in transit to such consignees. Returned merchandise other than as defined above is insured subject to the Institute Cargo Clauses (C) CL 254 dated 1.1.82 at rates to be agreed by Underwriters.

SANCTION LIMITATION AND EXCLUSION. JC2010-014 (amended) This insurance does not provide cover and Underwriters shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Underwriters to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, the European Union or the United States of America.

SECONDHAND REPLACEMENT CLAUSE In the event of a claim for loss of or damage to any part or parts of the subject matter insured, in consequence of a peril covered by the policy, the amount recoverable hereunder shall not exceed such proportion of the cost of replacement of the part or parts lost or damaged which the insured value bears to the value new plus additional charges for forwarding and refitting the new part or parts if incurred. Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete article.

**SUE AND LABOUR
CLAUSE**

In case of any imminent or actual loss or misfortune, it shall be lawful and necessary to and for the Assured, his or their factors, servants and assigns, to sue, labour and travel for, in and about the defence, safeguard and recovery of the said goods and merchandise, or any part thereof, without prejudice to this insurance, to the charges whereof, Underwriters will contribute according to the rate and quantity of the sum hereby insured; nor shall the acts of the Assured or Underwriters, in recovering, saving and preserving the property insured, in case of disaster, be considered a waiver or an acceptance of abandonment.

**SURVEY AND CLAIM
SETTLEMENT**

In the event of loss or damage which may involve a claim under this policy, immediate notice of such loss or damage should be given to Underwriters or the Surveyor named in the Certificate. When submitting a claim under this policy the following documents must be forwarded:

1. The Original Certificate of Marine Cargo Insurance
2. The Original or Copy shipping invoices, together with shipping specification and/or weight Notes.
3. The Original bill of lading and/or Contract of Carriage.
4. The Survey Report, or other documentary evidence to show the extent of the loss or damage.
5. The landing account and weight notes at final destination.
6. All correspondence exchanged with the Carriers and other parties regarding their liability for the loss or damage.

FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY PREJUDICE ANY CLAIM UNDER THIS POLICY.

**TEMPERATURE
VARIATION**

Excluding any loss, damage or change in the nature of the subject matter insured caused by variation in temperature unless caused by a peril insured under the terms of the Institute Cargo Clauses (B).

**TERMINATION OF
TRANSIT CLAUSE
(TERRORISM)**

This clause shall be paramount and shall override anything contained in this insurance which is inconsistent with it. Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, SHALL TERMINATE: either 1.1 As per the transit clauses contained within the Policy, or 1.2 on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein, 1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Insured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or 1.4 in respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge, 1.5 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge, whichever shall occur first. If this Policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1. This clause is subject to English law and practice.

**WAREHOUSING/
FORWARDING
CHARGES**

Provided that a claim is recoverable from Underwriters and notwithstanding any average warranty contained in the policy, Underwriters agree to pay any landing, warehousing, forwarding or other expenses and/or particular charges should same be incurred, as well as any partial loss arising from transhipment. Underwriters also agree to pay the insured value of any package, piece or unit totally lost in loading, transhipment and/or discharge and for any loss or damage to the interest insured which may be reasonably attributed to discharge of cargo at port of distress.

SPECIAL CONDITIONS

Special Conditions relating to certain cargoes as below:

DRIED FOODSTUFFS IN BAGS & SACKS	Excluding Heating and Sweating Excluding Infestation arising from weevil, grub or web Excluding Rejection Risks Excluding any Natural loss in Weight Warranted shipped in ventilated container(s)
GOODS IN NON- WATERPROOF CRATES OR PACKAGING	Excluding Rust, Oxidisation, Discoloration, Wetting, Staining and the Cost of Repainting as applicable.
RECONDITIONED GOODS and / or REFURBISHED USED GOODS	Excluding Rust, Oxidisation, Discoloration, Wetting, Staining, Scratching, Bruising Chipping, Denting, Marring and the Cost of Repainting as applicable unless caused by an Insured peril. Subject to the Secondhand Replacement Clause as above.
UNPACKED / UNPROTECTED ITEMS	Underwriters will not pay for loss or damage attributable to Excluding rusting, oxidation, discoloration, chipping, denting, marring, scratching, bruising, cost of repainting, twisting, bending and distortion. Sea shipments - goods must be shipped underdeck.

Special Conditions relating to certain transits as below:

CENTRAL AND SOUTH AMERICA AND SOUTH AFRICA INLAND TRANSIT DEDUCTIBLE CLAUSE	Inland transits are subject to an excess of 10% of the total sum insured in respect of theft, pilferage, hijack or any attempt thereat, shortage or non-delivery.
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CLAIMS

In the event of any occurrence which may give rise to a claim please contact:

EC3 Marine Ltd

Email: BPLmarineclaims@ec3marine.com

24-hour phone line: 0203 859 9199

THE FOLLOWING IS THE PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE.

LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

It is the duty of the Insured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss

and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Insured or their Agents are required: -

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official. If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
4. To apply immediately for survey by Carriers or other Bailees Representatives if any loss or damage be apparent and claim on Carriers or other Bailees for any actual loss or damage found at such survey.
5. To give notice on writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

DOCUMENTATION OF CLAIMS

To enable claims to be dealt with promptly, the Insured or their Agents must submit all available supporting documents without delay, including when applicable the following: -

1. Original certificate of insurance.
2. Original or copy shipping invoices, together with shipping specification and/or weight notes.
3. Original Bill of Lading and/or other contract of carriage.
4. Survey report or other documentary evidence to show the extent of the loss or damage.
5. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.
6. Landing account and weight notes at final destination.

In the event of loss or damage for which the Underwriters may be liable, immediate application must be made by the Insured or his agents or the consignee to the Underwriters to arrange for a Surveyor to be appointed.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Insurance shall become void and all claims hereunder shall be forfeited.

COMPLAINTS

COMPLAINTS PROCEDURE

We of course aim to provide first class service. However, if the Policyholder feels that the Company's service has fallen short of their expectations, the Policyholder may contact the Company at any time with their complaint.

Complaints will be handled in the following way:

- If you make a complaint, we will acknowledge it within 2 working days of having received it.
- Our objective will be to resolve your complaint within 5 working days.

If you have any questions or concerns about your Policy or the handling of a claim or if you wish to make a complaint, you can do so at any time by referring the matter to:

Stuart Kilpatrick,
Barbican Protect Limited,
33 Gracechurch Street,
London,
EC3V 0BT

Tel: +44 (0)20 7082 1870

E-mail: Complaints@barbicanprotect.com

In the event that you remain dissatisfied, it may be possible in certain circumstances for you to refer the matter to the Financial Ombudsman Service (FOS).

The contact details for the FOS are:

The Financial Ombudsman Service,
Exchange Tower,
London.
E14 9SR.

Telephone: +44 (0)800 023 4567 (calls to this number are free from "fixed lines" in the UK) or +44 (0)300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

Email: complaint.info@financial-ombudsman.org.uk

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at www.financial-ombudsman.org.uk.

DATA PROTECTION Your personal data may be processed and held by us in our capacity as data controllers in order for us to write and administer your policy and to assist in the claims handling process in accordance with applicable data protection laws.

The main purposes for processing your personal data are for the performance of an insurance contract or to allow us to comply with our legal obligations.

This may involve:

- Gathering and holding your personal data where it is necessary for the provision of the services referenced in this policy documentation;
- Disclosing your personal data or details of your insurance cover to companies within the Barbican Insurance Group, service providers or third parties for issuance and maintenance of your insurance policy, for the prevention of fraud or if legally required to do so;
- Obtaining and storing any relevant data to substantiate a claim.

For the reasons set out above, we may share your personal data with our associated companies, insurers or service providers in countries outside of the European Economic Area ("EEA") where data protection laws may not offer the same level of protection as within the EEA. In these circumstances, we have strict contractual terms in place to ensure that your information remains safe and secure.

By purchasing this insurance policy and using our services, you agree to our use of your personal data, including your sensitive data. If your insurance cover involves other individuals and you have provided us with their personal data, then you agree to make them aware of our use of their personal data as per this document and our extended data privacy policy on our website (link provided below).

We will need to keep and process your personal information while you are a customer of ours and afterwards in order to meet our corporate requirements and legal and regulatory obligations.

We will only share your personal data with a third party for marketing purposes if we have obtained your explicit consent to do so. You have the right to withdraw your consent to marketing at any time by contacting the Data Protection Officer using the contact details below.

For any data access requests, if you have any queries or concerns regarding privacy or how we use your personal data, or believe any of the information that we hold on you may be inaccurate, please contact our Data Protection Officer at:

- In writing: 33 Gracechurch Street, London EC3V 0BT
- By email: dataprotectionofficer@barbicaninsurance.com

To read our data privacy policy in full and for more information about your data protection rights, please visit our website at: <https://www.barbicanprotect.com/cookies-privacy-policy/>.

Duty of fair presentation/Insurance Act clauses

Insurance Act 2015 – Duty of Fair Presentation

1. Before this insurance contract is entered into, You must make a fair presentation of risk to Us, in accordance with Section 3 of the Insurance Act 2015. In summary, You must:
 - a. Disclose to Us every material circumstance which You know or ought to know. Failing that, You must give Us sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgment of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium);
 - b. Make the disclosure in clause 1. a) above in a reasonably clear and accessible way; and
 - c. Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.
2. For the purposes of clause 1. a) above, You are expected to know the following:
 - a. If You are an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance.
 - b. If You are not an individual, what is known to anybody who is part of Your senior management or anybody who is responsible for arranging Your insurance.
 - c. Whether You are an individual or not, what should reasonably have been revealed by a reasonable search of information available to You. The information may be held within Your organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If You are insuring subsidiaries, affiliates or other parties, We expect that You will have included them in Your enquiries, and that You will inform Us if You have not done so. The reasonable search may be conducted by making enquiries or by any other means.

Insurance Act 2015 - Remedies for breach of duty of fair presentation

1. If, prior to entering into this insurance contract You breach the duty of fair presentation, the remedies available to Us are set out below.
 - a. If Your breach of duty of fair presentation is deliberate or reckless:
 - (i) We may avoid the contract, and refuse to pay all claims; and
 - (ii) We need not return any of the premiums paid.
 - b. If Your breach of duty of fair presentation is not deliberate or reckless Our remedy shall depend upon what We would have done if the You had complied with the duty of fair presentation:
 - (i) If We would not have entered into the contract at all We may avoid the contract and refuse all claims, but must return the premiums paid.
 - (ii) If We would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if We so requires.
 - (iii) In addition, if We would have entered into the contract, but would have charged a higher premium (whether the terms relating to matters other than premium would have been the same or different), We may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, We shall only pay $W\%$ of what it would otherwise have been required to pay, where $W = (\text{premium actually charged/higher premium}) \times 100$.
2. If, prior to entering into a variation to this insurance contract, You breach the duty of fair presentation, the remedies available to Us are set out below.
 - a. If Your breach of the duty of fair presentation is deliberate or reckless:
 - (i) We may by notice to You treat the contract as having been terminated from the time when the variation was concluded; and
 - (ii) We need not return any of the premiums paid.
 - b. If Your breach of the duty of fair presentation is not deliberate or reckless, Our remedy shall depend upon what We would have done if You had complied with the duty of fair presentation:
 - (i) If the total premium was increased or not changed as a result of the variation and:
 - a) We would not have agreed to the variation at all, We may treat the contract as if the variation had never been made, but must in that event return any additional premium paid.
 - b) We would have agreed to the variation to the contract, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if We so requires.
 - c) In addition, if We would have agreed to the variation but would have increased the premium or increased the premium by more than it did (whether the terms relating to matters other than premium would have been the same or different), then We may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, We shall only pay $X\%$ of what it would otherwise have been required to pay, where $X = (\text{total premium actually charged/premium We would have charged}) \times 100$.

- (ii) If the total premium was reduced as a result of the variation and:
- a) We would not have agreed to the variation at all, We may treat the contract as if the variation was never made and may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, We shall only pay Y% of what it would otherwise have been required to pay, where $Y = (\text{total premium actually charged/original premium}) \times 100$.
 - b) We would have agreed to the variation on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if We so require.
 - c) In addition, if We would have agreed to the variation but would have increased the premium or would not have reduced the premium or would have reduced it by less than it did (whether the terms relating to matters other than the premium would have been the same or different), We may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, We shall only pay Z% of what it would otherwise have been required to pay, where $Z = (\text{total premium actually charged/original premium if We would not have changed it and otherwise the increased or reduced total premium We would have charged}) \times 100$.
3. We must prove that any breach specified in 1 or 2 above is deliberate or reckless.

Nothing in this clause is intended to vary the position under the Insurance Act 2015.

Insurance Act 2015 – Fraudulent claims clause

1. if You makes a fraudulent claim under this insurance contract, We:
 - a. Are not liable to pay the claim; and
 - b. May recover from You any sums paid by Us to the You respect of the claim; and
 - c. May by 5 day's notice to You treat the contract as having been terminated with effect from the time of the fraudulent act.
2. If We exercise Our rights under clause 1. c) above:
 - a. We shall not be liable to You in respect of a relevant event occurring after the time of the 1. fraudulent act. A relevant event is whatever gives rise to Our liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
 - b. For the avoidance of doubt, the rights and obligations of the parties to the contract with respect to a relevant event occurring before the time of the fraudulent act are unaffected; and
 - c. We need not return any premiums paid.

Fraudulent claims – group insurance

3. If this insurance contract provides cover for any person who is not a party to the contract ("a Covered Person"), and a fraudulent claim is made under the contract by or on behalf of a Covered Person, the Company may exercise the rights set out in clause 1. above as if there were an individual insurance contract between Us and the Covered Person. However, the exercise of any of those rights shall not affect cover provided under the contract for any other Insured.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

Insurance Act 2015 – Warranties

1. Basis clauses dis-applied

We agree that notwithstanding any other provision in the Policy, any provision in this Policy or any other document to the effect that a statement or statements made by or on behalf of You (including but not limited to statements made in proposals for insurance) form part of or are the basis of the Policy shall be of no effect.

2. Warranties rendered suspensory

We agree that where there has been a breach of a warranty in the Policy which would result in the Insurer being automatically discharged from any liability, such a breach shall result in any liability of Us under the Policy being suspended only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied (if it can be remedied), with the result that the Insurer will have no liability to the Insured for any loss which occurs or which is attributable to something happening during the period of suspension.

3. Terms not relevant to the actual loss

Where there has been a breach of a term of the Policy whether express or implied (other than a breach of 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, We shall not be permitted to rely on the breach of the term to exclude limit or discharge its liability under the Policy if You show that the breach of such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.