



**中国太平**  
**CHINA TAIPING**



# Marine Insurance Policy

Underwritten by  
**CHINA TAIPING INSURANCE (UK) CO LTD**

## INTRODUCTION

Thank you for choosing China Taiping Insurance (UK) Company Limited.

You are in good hands.

We are committed to delivering an excellent and sincere customer service so we can give you the peace of mind you deserve.

China Taiping Insurance (UK) Company Limited received its trading license in 1983 and commenced underwriting business on 1 October 1985 so we have over 30 years of experience in the UK market. Our parent company, China Taiping Insurance Company Limited, is a Chinese state-owned insurance company headquartered in Hong Kong.

We are authorised by the Prudential Regulation Authority and Regulated by the Financial Conduct Authority and Prudential Regulation Authority in the UK to underwrite general insurance and reinsurance policies Registered in England and Wales under N. 202690.

China Taiping UK strictly adheres to the principals of prudent business underwriting and we transact business with the concept of 'Diligent Management and Sincere Service' in mind.

We have expert technical underwriters that fully understand your trade and your challenges as a business owner so we are confident that we can protect your business against the insured risks and give you the peace of mind you need.

We also have an excellent professionally trained in-house claims team who understand your needs and will diligently and sincerely listen to you so as to provide you with the best solutions to get your business back on track as soon as possible after a loss.

If you would like to find out more about us please visit our website at: [www.uk.cntaiping.com](http://www.uk.cntaiping.com)



Yamei Yang

Chief Executive

China Taiping Insurance (UK) Company Ltd

(Registered in England and Wales – Company Registration no: 1766035)

## CONTENTS

|   | Page    |
|---|---------|
| Introduction                            | 2       |
| Your Policy and Insuring Clause         | 4       |
| Customer Information                    | 5 – 7   |
| General Definitions and Interpretations | 8 – 11  |
| Geographical Definitions                | 12      |
| General Conditions                      | 13 – 15 |
| Clauses Applicable to the Policy        | 16 – 19 |
| Exclusions Applicable to the Policy     | 20 – 24 |
| Premium                                 | 25      |
| Claims Procedure                        | 26      |
| Privacy and Your Personal Information   | 27      |

## YOUR POLICY AND INSURING

### Your Policy

This Marine Insurance **Policy** confirms the insurance cover agreed between **you** (the **assured** and **us** (the **company**)).

**Your policy** comprises several different parts, which must be read together as they form **your** contract of insurance with **us**. **We** advise **you** to read these carefully to ensure that all the details are correct and that they meet **your** requirements, and that you understand the terms, conditions and exclusions.

The **policy** comprises the **fact finder**, this **policy** wording and the **schedule**.

Please ensure that **you** contact **your** insurance adviser, or **us**, as appropriate as soon as reasonably possible if **you** think that there are amendments to be made or new circumstances that would affect your insurance.

For ease of reference, the procedures for notifying **us** of a claim under **your policy**, and the Conditions relating to all claims under **your policy**, are stated separately at the back of this **policy** document.

### Insuring Clause

In consideration of the **assured** having paid, or agreed to pay, the premium required, the **company** will indemnify the **assured**, in accordance with the cover detailed in those Sections shown as “operative” or where a **sum insured** or **limit of indemnity** is shown in the **schedule**, and occurring in connection with the **business** during the **period of insurance**, or any subsequent period for which the **company** agrees to accept payment of the premium.

Each Section of the **policy**, the **schedule** and any **endorsement(s)**, together with the General Policy Definitions, Conditions, Exclusions and Extensions shall be read as one document.



Yamei Yang  
Chief Executive

Signed on behalf of China Taiping Insurance (UK) Co Ltd  
Registered Office: 2, Finch Lane, London EC3V 3NA  
Authorised by the Prudential Regulation Authority and  
Regulated by the Financial Conduct Authority and the Prudential Regulation Authority.  
Financial Services Register number: 202690

## CUSTOMER INFORMATION

### COMPLAINTS PROCEDURE

**We** make every effort to deliver a high-quality service to our policyholders. If **you** have a complaint about our service, or about a claim, **we** operate a swift and effective complaints handling procedure.

1. **Your** complaint can be made orally or in writing, and on **your** behalf by a third party.
2. If **you** wish to make a complaint you should contact:

The Compliance Officer  
China Taiping Insurance (UK) Company Limited,  
2 Finch Lane,  
London EC3V 3NA.  
Tele: 0207 839 1888 or Fax 0207 621 1202  
e-mail: [compliance@uk.cntaiping.com](mailto:compliance@uk.cntaiping.com)
3. **Our** Compliance Officer will acknowledge the complaint. **We** aim to resolve your concerns in three working days but if we are unable to do so we will confirm to **you** that we have received your complaint within five working days and advise **you** of the person who will be dealing with the complaint, and when **you** can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.
4. If **your** complaint should be more appropriately dealt with by another firm, **we** will ensure it is referred to them as soon as practicable and certainly no later than five business days of becoming satisfied that another firm is or may be responsible for the matters complained of. **We** will make this referral to the other firm in writing and advise **you** by way of a final response that the referral has been made and include the other firm's contact details.
5. **Your** complaint will be thoroughly investigated and **we** will respond to it as soon as possible. Within eight weeks **we** will provide a final response to your complaint in writing or, if it is not possible to respond within that time, **we** will inform you in writing within twenty business days, why **we** have been unable to resolve the complaint within that time, why **we** need more time to do so and when **you** can expect to receive our final response.
6. If **we** have not completed our investigation, within eight weeks after the complaint was made, **we** will write to **you** and explain why there is a further delay. **We** will also confirm when **we** expect to issue our final response and advise **you** that you may be eligible to refer the complaint to the Financial Ombudsman Service, if **you** are dissatisfied with the delay. Their address is:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR  
Tel: 0800 023 4 567 from Landlines or 0300 123 9 123 from Mobile phones  
(If you are calling from outside of United Kingdom: 0044 20 7964 0500)  
Fax: 020 7964 1001  
e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)
7. Where **you** are eligible to refer your complaint to the Financial Ombudsman Service **you** have this right to do so Free of Charge, but **you** must do so within six months of the date of our Final Response. If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

8. The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service. Alternatively, you can contact the Financial Ombudsman Service directly.

Visit <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN> to access the Online Dispute Resolution Service.

Please quote our e-mail address: [compliance@uk.cntaiping.com](mailto:compliance@uk.cntaiping.com)

## FINANCIAL SERVICES COMPENSATION SCHEME

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme should **we** be unable to meet our obligations under this contract. Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim.

Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme, contactable via:

FSCS, 10th floor,  
Beaufort House, 15, St  
Botolph Street,  
London EC3A 7QU  
Telephone: 0800 678 1100 or 0207 741 4100  
Website: [www.fscs.org.uk](http://www.fscs.org.uk)

## YOUR RIGHT TO CANCEL

### a) "Cooling-off period"

If **you** are a 'consumer' (deemed to be: an individual entering into an insurance contract wholly or mainly for purposes unrelated to his or her trade, business or profession or a micro-enterprise being an enterprise employing less than 10 **persons** and a turnover or annual balance sheet that does not exceed €2 million), you have the right to cancel this insurance **policy** within 14 days of receiving the **policy** documentation and receive a full refund of any **premium** paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that **you** will have received the **policy** document upon the day following the date it was **posted** to **you** by first class post.

If **you** do cancel this insurance within the initial 14-day period, then no cover will have been in place from the date of inception, as specified in the **schedule**, and no liability whatsoever shall attach to the **company** in respect of the **policy**.

### b) Other than during the "Cooling-off period"

If **you** do not exercise **your** right of cancellation within the initial 14-day period, this insurance **policy** will automatically come into force from the inception date specified in the **schedule**. **You** will remain liable to pay the full annual **premium**.

Following the expiry of the initial 14-day period, this insurance **policy** may be cancelled at any time at **your** written request. Provided that there have not been any claims paid, reported or outstanding, **we** will refund a pro rata proportion of the annual **premium** payable, less an appropriate administration charge. Should a claim, or potential claim have been paid, reported or be outstanding, then there may not be any return of **premium**

To exercise **your** right to cancel, contact the broker who arranged this cover for **you**.

## The Law that Governs this Policy and Jurisdiction

The parties to this contract are free to choose the law applicable to the contract. Unless specifically agreed to the contrary, this insurance **policy** shall be subject to the law governing England and Wales.

The indemnity provided by this **policy** shall apply only to judgements against you in the Courts of Law of England and Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands; and not to judgements obtained elsewhere, nor to Judgements or orders obtained in the said courts for enforcement of foreign judgements whether by way of reciprocal agreements or otherwise.

The **premium** for this **policy** has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

#### **The Law that Governs the interpretation of this Policy**

All disputes concerning the interpretation of this **policy** are understood and agreed by both **you** and **us** to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

This **policy** should be read carefully and if it is incorrect return it immediately to **your** insurance broker for alteration.

## GENERAL DEFINITIONS AND INTERPRETATIONS

Any word or phrase specified hereunder to which a meaning is given has the same meaning wherever it appears in this **policy** or any **schedule** endorsement or notice attached or issued by the **company** unless specifically amended by any documentation issued by the **company**. For ease of interpretation such words are printed in bold font. In the **policy schedule** these words will have a capital initial letter only.

The format of this **policy** is gender neutral, i.e. words in the masculine context shall also apply to female and vice versa, and words or phrases expressed in the singular context shall also mean the plural and vice versa.

### **Airway bill**

A document of title which describes the **subject matter insured** and is evidence that they have been loaded onto an **aircraft** and despatched to their destination.

### **Aircraft**

A fixed wing commercial **aircraft** or commercial helicopter operated by a scheduled or charter airline and used to carry the **subject matter insured** on any commercial or chartered route.

### **Assured**

The **assured** named in the **schedule** and referred to throughout this **policy** as “you” and “your”. You also refers to your subsidiaries or agents where they have title to this insurance.

### **Bailee**

A person receiving or holding goods on trust.

### **Basis of valuation (BOV)**

The method of establishing the agreed value of goods and upon which you should calculate declarations under the **policy**.

### **Bill of lading**

A document of title which describes the **subject matter insured** and is evidence that the **subject matter insured** has been loaded on board a ship to be carried to its destination.

### **Buyer**

The purchaser or intended purchaser of the **subject matter insured**.

### **C & F or CFR**

Cost and freight used for both Imports and Exports. For import the cost element is the cost element to you of goods being imported but for export it is the sale price that you charge the customer.

### **Carnet**

International guarantee to cover non-remittance of export duties and taxes due to the failure to export items permitted under temporary import.

### **Carrier**

The transporter of the **subject matter insured**.

### **Certificate of insurance**

Issued by or on **our** behalf as evidence of the existence of the insurance **policy**, including the applicable conditions. Customarily used when dealing with overseas **buyers/consignees**.

### **CIF**

An **Incoterm** meaning cost, insurance and freight. This is used for both import and export valuations, import being the cost element to you of the goods, export is the sale price that you charge your customer.

### **CIP**

An **Incoterm** meaning carriage and insurance paid



**Claims payable abroad**

When your goods are insured by **us** for export and arrive at their destination damaged, the local claims settling agent will act on **our** behalf in the settlement of the claim, hence the phrase “**claims payable abroad**” or CPA.

**Claued collection receipts**

The process of noting any damage on the collection receipt.

**Claued delivery receipt**

The process of noting any damage on the delivery receipt.

**CMR consignment note**

A “Convention des Merchandises Routiers” consignment note is one of the documents of title that evidences receipt of the goods into the **carrier’s** care in good condition unless specified otherwise. For UK based exporters, CMR would only apply to goods carried by roll on- roll off **vessels** or Channel Tunnel. It does not apply to goods that cross an international border in a **container** on a ship.

**Condition precedent**

A condition of the **policy** with which you must comply for any claim to be recoverable under the **policy**. If you fail to comply with a **condition precedent**, you will not be able to recover that claim under the **policy**.

**Consignee**

The **buyer** or receiver of the goods.

**Consignor**

The sender of the goods.

**Constructive total loss**

Where the **subject matter insured** is damaged to such a degree that the cost of repair would exceed the **insured value** of the **subject matter insured** once repaired.

**Container**

A metal box which is usually supplied by the shipping company for the transportation of goods. Includes airfreight **containers**, specifically made for the transportation by airfreight.

**Conveyance**

The method of transport of the goods for which **we** insure you as shown in the **policy**.

**Craft**

A **vessel** used for the loading and unloading of larger **vessels** in harbours or ports or used for limited transportation on inland waters or rivers.

**Deductible**

The amount noted on the **schedule** to be deducted from each and every claim settlement.

**Delivery receipts**

A document which evidences delivery of the goods to the **consignee**.

**Endorsement**

A formal confirmation issued by **us** detailing an amendment to the **policy**

**Event**

A single fortuitous happening which takes place at a specific time and place.

**FOB**

An **Incoterm** meaning free on board. Term of sale under which the price invoiced or quoted by a **seller** includes all charges up to placing the goods on board a ship at the port of departure specified by the **buyer**.

**General average**

A principle of maritime law to which all parties in a sea venture proportionally share any losses resulting from a voluntary sacrifice of part of the ship or cargo to save the whole in an emergency.

### **Geographic areas**

As shown in the **policy** under Geographic definitions.

### **Governmental authority**

A national or local political or administrative body with the legal power or right to control, judge or prohibit the actions of others or take action itself.

### **Incoterm**

Standard trade definitions published by the International Chamber of Commerce.

### **Institute clauses**

The standard clauses originally produced by the Institute of London Underwriters and incorporated into this **policy**.

### **Insurable interest**

The **policy** provides cover if the **assured** or any third party to whom the insurance has been assigned has an **insurable interest** in the **subject matter insured** at the time of the loss. **Insurable interest** or responsibility of insurance will normally be determined by the terms of sale.

### **Insured value**

The value of the **subject matter insured** as specified in the **schedule**.

### **Insured peril**

Those risks which are a direct cause of loss or damage to the goods for which **we** insure you. It does not include goods that are shipped above deck unless these goods are in a fully enclosed metal **container**.

### **ISM**

International Safety Management.

### **ISPS**

International Ship and Port Facility Security Code.

### **Limit of liability**

The maximum amount of agreed value of goods in any one **conveyance** and as agreed by **us** and shown in the **schedule**.

### **Maximum sum insured**

The maximum value **we** will pay for any one loss arising out of any one **event** as agreed by **us** and shown in the **schedule**.

### **Occurrence**

Any one disaster, casualty, accident or loss, or a series of related disasters, casualties, accidents or losses arising out of or caused by one **event**.

### **Own vehicle**

Any carrying **conveyance**, **vehicle**, trailer, or **container** that is owned, leased, hired by you or for which you have responsibility to insure.

### **Period of insurance**

As specified in the **policy**, the period from the date that the **policy** incepts or commences until the **policy** renewal date or the date that the **policy** expires or is terminated.

### **Persons**

Either natural **persons** or business entities.

### **Policy**

This document together with the applicable **Institute clauses**, the **schedule** and any **endorsements** attaching to it.

### **Post**

Governmental or quasi governmental general mail delivery service.

### **Premium**

The sum paid by you to **us** to insure the **subject matter insured** under the terms of this **policy**.

**Schedule**

As issued with the remainder of the **policy** and which identifies the **assured**, their **policy** requirements and states the **premium, deductibles** and conditions.

**Seller**

The original owner of the **subject matter insured**, and usually the **consignor** or the supplier of the **subject matter insured** who passes over their interest or ownership in return for payment.

**Shipments**

The movements of the **subject matter insured** covered by this **policy**.

**SOLAS**

International Convention for Safety of Life at Sea.

**Subject matter insured**

Goods or merchandise incidental to the **assureds'** business and described on the **assureds' schedule**.

**Subrogate**

A legal technique where **we** can assume your rights in the recovery of a claim amount from a third party who may be responsible for all or part of the loss.

**Transit/voyage**

The movement of the **subject matter insured** covered by this **policy**.

**Underinsurance**

If the assured's property at the time of the loss be of greater value than the **maximum sum insured** herein, you shall only be able to recover such proportion of the loss as the **maximum sum insured** by this **policy** bears in relation to the total value of the **subject matter insured**.

**Vehicle**

A motorised **conveyance** which may also include a trailer, by which goods are transported by road.

**Vessel**

A freight or cargo carrying ship used to transport goods overseas but can also apply to ships navigating on inland waterways and rivers.

**We/us/our**

China Taiping Insurance (UK) Co Limited

## GEOGRAPHICAL DEFINITIONS

- Zone 1** England, Scotland, Northern Ireland, Republic of Ireland, Wales, all offshore islands, (including the Channel Islands), only.
- Zone 2** Zone 1 (as defined above), Austria, Andorra, Belgium, Denmark, France, Germany, Gibraltar, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland only.
- Zone 3** Zone 2 (as defined above), Bulgaria, Cyprus, Czech Republic, Estonia, Finland, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Malta, Poland, Romania, San Marino, Slovakia, Turkey (not east of the Bosphorus) only.
- Zone 4** Zone 3 (as defined above), Albania, Bosnia and Herzegovina, Croatia, Macedonia, Russian enclave, Serbia and Montenegro, Slovenia, Yugoslavia only.
- Zone 5** Zone 4 (as defined above), Belarus, Moldova, Russia (not east or south of Moscow), Turkey (south and east of the Bosphorus), Ukraine only
- Zone 6** Worldwide

## GENERAL CONDITIONS

### 1. The operative clause

- a) The purpose of this **policy** is to provide you with insurance coverage as specified, for physical loss of or damage to the **subject matter insured** during the ordinary course of **transit** by **vessel**, **aircraft** or other **conveyance**.
- b) In consideration of you paying **us** the **premium**, **we** agree to insure the **subject matter insured** against physical loss or damage, subject always to the terms and conditions of this **policy**.
- c) It is a condition of the **policy** that you are bound to declare hereunder every consignment without exception and **we** are bound to accept up to but not exceeding the limits as specified in the **schedule**.
- d) This **policy** does not cover the interest of any other person but shall not prevent a transfer of the insurance by you or an assignee.

### 2. Marine Insurance Act (1906)

The conditions, privileges, rights or remedies available under the above Act shall apply to all **transits** and **voyages** covered by this insurance except where they conflict with the other provisions of this **policy**.

### 3. Law and jurisdiction

Unless specifically stated to the contrary in the **schedule**, this **policy** is subject to the law of England and Wales without reference to choice of law principles and the English courts shall have exclusive jurisdiction of all matters in any way relating to the **policy**.

### 4. Language

Unless **we** agree otherwise, this **policy** and all communications relating to it shall always be in English.

### 5. Insurance Premium Tax

- a) **We** are legally responsible for Insurance **Premium** Tax which will be collected at the applicable rate on taxable gross **premium** paid by you.
- b) **We** will calculate your tax liability and you agree to pay all amounts due in respect of this **policy** in addition to the **premium**.

### 6. Revision of Institute clauses

The **institute clauses** referred to are those current at the inception of the **policy**. If the clauses are subsequently revised then, subject to notice by **us**, in accordance with the requirements laid out in the cancellation clause, the revised **institute clauses** shall apply to all risks which attach on or after the date of expiry of the notice.

### 7. E.O.E.

Your insurance is not to be prejudiced by any unintentional or inadvertent omission, error, incorrect valuation or incorrect description of interest, risk, **vessel** or **voyage** on declaration to **us**, provided that notice is given to **us** as soon as practicable on discovery of any such error or omission.

### 8. Conditions Precedent To Liability

**We** shall not be liable for any claim where you haven't complied with any part of any condition to which payment of a claim is subject (a **condition precedent**) to except for when the concerned condition:

- a) relates to a particular **premises** only, **we** will pay for a claim arising out of an **event** occurring at **premises** which are not specified in any conditions precedent to liability;
- b) relates to a particular time only, **we** will pay for a claim arising out of an **event** if you can prove, on the balance of probabilities, that **your** non-compliance with such **condition precedent** to liability did not cause or contribute to the loss, damage or injury occurred in the circumstances in which it occurred;
- c) relates and aims at reducing particular types of injury, liability, losses or damage only, **we** will pay for a claim arising out of an **event** if you can prove, on the balance of probabilities, that your non-compliance with such **condition precedent** to liability did not cause or contribute to the loss, damage or injury in the circumstances in which it occurred.

## 9. Duty of Fair Representation

The **assured** must make a fair representation of the risk to **the company** at inception, renewal and variation of the **policy**.

- a) In the absence of such fair representation, the **company** may avoid the **policy** and refuse to pay any claims where any failure to make a fair representation is:
  - i) deliberate or reckless; or
  - ii) of such other nature that, if the **assured** had made a fair representation, the **company** not have underwritten the risk

The **assured** will return the premium paid by the **Insured** unless the failure to make a fair representation is deliberate or reckless;

- b) If the **company** would have issued the **policy** on different terms had the **assured** made a fair presentation, the **company** will not avoid the **policy** (except where the failure is deliberate or reckless) but the **company** may instead:
  - i) reduce proportionately the amount paid or payable on any claim, the proportion for which the **company** is liable being calculated by comparing the **premium** actually charged as a percentage of the **premium** which the **company** would have charged had the **assured** made a fair representation; and/or
  - ii) treat the **policy** as if it had included such additional terms (other than those requiring payment of **premium**) as the **company** would have imposed had the **assured** made a fair presentation.

For the purposes of this condition references to:

- 1) avoiding a **policy** means treating the **policy** as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the **policy**), the renewal date (where the failure occurs at renewal of the **policy**), or the variation date (where the failure occurs when the **policy** is varied);
- 2) refunds of **premium** should be treated as refunds of **premium** back to the inception date, renewal date or variation date as the context requires;
- 3) issuing a **policy** should be treated as references to issuing the **policy** at inception, renew or varying the **policy** as the context requires.

## 10. Fraudulent Claims

If **you** or anyone acting on **your** behalf makes any false, deliberately caused, exaggerated or fraudulent claim or makes use of false or fraudulent documents, statements to support a claim (regardless of whether or not the claim itself is genuine), **we** will:

- a) refuse to pay the whole of the claim; and
- b) recover from you any sums that **we** already paid in respect of the claim.

**We** may also notify **you** that **we** will be treating the **policy** as having terminated with effect from the date of the earliest of any of the acts set out above and you will not be entitled to any refund of **premium**.

## 11. Material Alteration

**You** must notify the **company** as soon as possible if there is any alteration in **your** ownership in or to the business at the **premises** including but not limited to:

- a) **your** business being wound up or carried on by a liquidator or receiver;
- b) changes in the facts as set out in the statement of facts and declared to **us** at inception, renewal or variation of the **policy**, which materially increases the risk of injury or **damage**;
- c) where **your** interest in the property as described in the **schedule** ceases other than by death;
- d) in respect of subsidence if applicable, where any construction, demolition or excavation work is being carried out on adjoining sites.

Upon notification to **us** of such alteration, **we** may at our discretion:

- a) continue cover on the same terms;
- b) impose additional terms or restrict cover where relevant;

- c) alter the **premium**;
- d) cancel this **policy**.

If you fail to notify **us** of any such alteration, **we** may:

- a) treat this **policy** as if it had included such terms (other than relating to **premium**) that **we** would have applied had **we** known about the alteration from the date of such alteration in risk;
- b) treat this **policy** as terminated from the date of such alteration had **we** cancelled this **policy** if **we** had known of the alteration and **we** will also return a proportionate amount of **premium** for the unexpired **period of insurance**;
- c) reduce proportionally the settlement on any claim, the proportion for which is derived by comparing the **premium we** would have charged had **we** known about such alteration with the **premium we** actually charged.

## CLAUSES APPLICABLE TO THE POLICY

The following conditions will apply to your **policy** unless otherwise shown in the **schedule**.

### (1) In respect of goods moving by sea, road or rail

- (a) Institute Cargo Clauses (A) 1.1.2009 CL 382
- (b) Institute Strikes Clauses (Cargo) 1.1.2009 CL 386
- (c) Institute War Clauses (Cargo) 1.1.2009 CL 385
- (d) Institute Classification Clause 1.1.2001 CL 354

### (2) In respect of goods moving by air

- (a) Institute Cargo Clauses (Air) 1.1.2009 CL 387.
- (b) Institute Strikes Clauses (Air) 1.1.2009 CL 389.
- (c) Institute War Clauses (Air) (excluding sendings by Post) 1.1.2009 CL 388.
- (d) Institute War Clauses (sendings) by Post 1.3.2009 CL 390.

### (3) For all goods

- (a) Institute Cyber Attack Exclusion Clause 10.11.2003 CL 380.
- (b) Institute Radioactive Contamination, Chemical, Biological and Electromagnetic Weapons Clause 10.11.2003 CL 370 and US Canada Endorsement USCAN B 29.01.04 as applicable.
- (c) Institute Replacement Clause 1.12.08 (Cl.372)
- (d) Institute Marine Policy General Provisions (Cargo) 01.10.82 CL 269.
- (e) Institute Service of Suit Clauses 01.11.92 CL 355 as applicable.
- (f) Termination of Transit Clause (Terrorism) 2009 (JC2009/056).
- (g) Institute Classification Clause 1.1.01 (Cl.354)
- (h) Institute English Jurisdiction Clause 1.1.91 (Cl.358)

### Attachment / Termination of Transit Clause

This insurance commences from the attachment of the assured's interest in the goods but unless otherwise specifically agreed herein, not prior to the time the goods are set in motion in the assured's and/or sub-contractor's and/or Supplier's premises, storage depots and/or warehouses for the imminent commencement of **transit** and continues during packing, repacking, storage, consolidation, deconsolidation, containerisation and the preparation for distribution and redistribution and at transshipping points, subject always to the provisions of the **Institute Clauses** incorporated herein by reference, until the goods are finally delivered and unloaded:-

- (a) to the **assured's** and/or sub-contractor's and/or **consignee's** premises, storage depots and/or warehouses or
- (b) to such other place as may be designated in the **assured's** sales contract or
- (c) free onto the carrying **vessel** and/or **aircraft** at the port or place of loading in respect of sales by the **assured** on **FOB** and/or **CFR** and or **FCA** terms, cover to cease once goods are safely loaded into ship's/**aircraft's** hold.

Notwithstanding the foregoing, in respect of goods purchased by the **assured** on **FOB**, **CFR**, **FCA**, **EXW** or similar terms where title passes to the **assured** after **transit** has commenced, it is agreed that cover hereunder attaches in accordance with the commencement of **transit** clause as detailed above, Underwriters being **subrogated** to the assured's rights of recourse against the suppliers and/or their Insurers.

Where terms of sale are **CIF** port of discharge and **voyage** on certificate only states the port of discharge it is agreed that cover continues through to **Buyer's** inland destination. Insurers to be **subrogated** to the **assured's** right of recourse against the **consignee's** and/or their Insurers.

### Brands Clause

The **assured** shall have full rights to possession of all goods bearing embossed or indented brands or labels or other permanent markings identifying the **assured** as the manufacturer thereof, or the sale of which carries or implies a guarantee of the supplier or of the **assured**, or exclusive and/or secret formulas that may be involved in any loss hereunder, and shall retain control of all such goods.



On **shipments** covered under this **policy**, Insurers are to pay a total loss on any and all goods and/or packaging damaged by an **insured peril**, which the **assured** elects to either destroy or return to their factory, or recondition, Insurers being entitled to such salvage as may be obtained.

The **assured**, exercising a reasonable discretion, shall be the sole judge as to whether the goods involved in any loss hereunder are suitable for marketing and no goods deemed by the **assured** to be unfit for marketing shall be sold or otherwise disposed of except by **the assured** or with the **assured's** consent, but the **assured** shall allow Insurers any salvage obtained on any sale or other disposition of such goods.

#### **Cancellation Clause**

This cover may be reviewed and/or cancelled by either party having given in writing notice as follows:

- (a) War Risks - 7 days' notice
- (b) Strikes Risks - 7 days' notice but 48 hours' notice in respect of sendings to or from the U.S.A.
- (c) All Other Risks - 30 days' notice

Notwithstanding the foregoing, changes in the Institute Cargo Clauses and/or other **Institute Clauses** contained herein are subject to market notice of cancellation.

**NB.** Such cancellation, however, shall not apply to any **transit** risk or risks which shall have attached at the time such cancellation becomes effective.

#### **Container seals intact clause**

This **policy** is extended to include claims for theft, shortage and non-delivery from a **container** or full **vehicle** load where the **container** seals are intact on arrival of the **container** at final destination provided

- (a) you can supply documentary evidence that the **subject matter insured** was loaded into the **container** or **vehicle**; and
- (b) a copy of the discharge tally sheet or **claused delivery receipt** is provided to substantiate the loss.

#### **Cargo ISM Endorsement**

Applicable to **shipments** on board:-

- (a) Ro-Ro passenger ferries and
- (b) passenger **vessels** transporting more than 12 passengers and
- (c) oil tankers, chemical tankers, gas carriers, bulk carriers and
- (d) cargo high speed craft of 500 gt or more and
- (e) 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 a **subject matter insured** is carried by a **vessel** that is not **ISM** Code certified or whose owners or operators do not hold an **ISM Code** Document of Compliance when, at the time of loading of the **subject matter insured** on board the **vessel**, the **assured** were aware, or in the ordinary course of business should have been aware:-

- (a) Either that such **vessel** was not certified in accordance with the **ISM** 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.

#### **Debris Removal**

It is agreed that this **policy** covers expenses incurred for the removal of all debris of the property covered hereunder which may be occasioned by loss caused by any of the **insured perils** except that **we** shall not be liable under this **policy** or clause for such cost amounting to more than 20% of the **insured value** of the merchandise, it being agreed that this indemnity is additional to the overall limit agreed hereunder

#### **Deliberate Damage Pollution Hazard**

This **policy** is extended to cover loss of or damage to the **subject matter insured** hereunder directly caused by governmental authorities acting for the public welfare to prevent or mitigate a pollution hazard or threat thereof, provided a recoverable claim would have resulted under the **policy** (subject to

all of its terms, conditions and warranties) had the **subject matter insured** sustained physical loss or damage as a direct result of the accident or **occurrence** which gave rise to the threatened pollution hazard.

This clause shall not increase the Limits of Liability provided for in this **policy**

#### **Duty and Taxes Clause**

- (a) Where excise duty is included as part of the **insured value** and is declared to **us**, then in the event of loss of or damage to the **subject matter insured**, covered under this **policy**, **we** will indemnify you for any excise duty which you are liable to pay and are unable to recover despite such loss or damage.
- (b) Furthermore, indemnity is extended to cover duty in respect of **general average**, salvage and/or salvage charges provided you are liable to pay duty on the **subject matter insured**.
- (c) Where **we** settle a claim which includes an element of excise duty, any refund or rebate of the duty shall be for our account.

#### **General Average Clause**

For the purpose of claims for **general average** Contribution and Salvage Charges recoverable hereunder the **subject matter insured** shall be deemed to be insured for its full contributory value.

#### **ISM Forwarding Charges Clause**

This **policy** is extended to reimburse you up to 10% of the **insured value** of the **subject matter insured** subject to a **limit of liability** of £25,000, 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 the **subject matter insured** from the **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 to either

- (a) such **vessel** not being certified in accordance with the **ISM** Code; or
- (b) a current document of compliance not being held by her owners or operators as required under the **SOLAS** Convention 1974 as amended.

It is a **condition precedent** that you were not aware, nor in the ordinary course of business ought to have been aware, that the **vessel** was not certified in accordance with the **ISM** code.

This clause, which does not apply to **general average**, salvage or salvage charges, is subject to all other terms, conditions and exclusions contained in this **policy**.

#### **ISPS clause**

- (a) Notwithstanding the **ISPS** forwarding charges clause, in no case shall this **policy** cover loss, damage or expense where the **subject matter insured** is carried by a **vessel** that does not hold a valid International Ship Security certificate as required under the **ISPS** Code when, at the time of loading of the **subject matter insured** on board the **vessel**, you were aware, or in the ordinary course of business you should have been aware, that such **vessel** was not certified in accordance with the **ISPS** Code as required under the **SOLAS** Convention 1974 as amended.
- (b) However, 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.

#### **ISPS forwarding charges clause**

- (a) **We** will reimburse you, up to the **insured value** 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 the **subject matter insured** 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 to such **vessel** not being certified in accordance with the International Ship and Port Facility Security (**ISPS**) Code as required under the **SOLAS** Convention 1974 as amended.
- (b) This clause does not apply to **general average**, salvage or salvage charges and is subject to all other terms conditions and exclusions contained in this **policy** and to Clause 20 (**ISPS** clause).

### Insurance Premium Tax Clause

The Insurance Premium Tax (Taxable Insurance Contracts) Order 1994 (SI 1994/1698) – Schedule 7A Finance Act 1994 makes Insurers responsible for Insurance Premium Tax which will be collected at the applicable rate on taxable gross **premium** paid by the **you**.

**We** will calculate the tax liability of the **assured** who agrees to pay all amounts due to **us**. Late notification by Insurers of tax due as a result of de-minimis rules being exceeded or for any other reason will not reduce or negate the liability of the **assured** to pay the tax.

### Labels Clause

In case of damage from **insured perils** against affecting labels, capsules or wrappers, the loss to be limited to an amount sufficient to pay the cost of new labels, capsules or wrappers and the cost of relabelling and reconditioning the goods provided same amounts to a claim under the terms of the **policy**.

### Loading and Unloading Clause

Including loss or damage to the goods during loading onto carrying **conveyance** immediately prior to despatch and unloading from carrying **conveyance** immediately after arrival at the **Assured's** or **Consignee's** premises and in the case of containers, during the stuffing immediately prior to despatch and destuffing thereof immediately after arrival at the **Assured's** or **Consignee's** premises.

### On-Deck Shipments

For interest shipped on-deck or **container shipments** in and/or over, cover includes the risks of jettison and loss overboard.

### Own Vehicles Clause

It is a **condition precedent** to liability that in respect of **transits** by road **vehicles** owned and/or operated by the **assured** including representatives' cars when **vehicles** are left unattended all doors windows and other means of access to the **vehicle** must be closed and securely locked. All drivers are to be given written instructions regarding this condition.

### Packing Clause

In the event of a claim being made for loss or damage which is alleged to be caused by insufficiency or unsuitability of packing or preparation of the **subject matter insured**, Insurers hereby agree that they will not use such alleged insufficiency or unsuitability as a defence against the claim in any case where the packing or preparation was carried out by a party other than the **assured** declaring hereunder and the insufficiency or unsuitability arose entirely without the **assured's** privity or knowledge. For the purpose of this clause "packing" shall be deemed to include stowage in a **Container** and/or other similar inter-modal methods of unit load.

The **assured** agrees to assist Insurers in all respects to pursue rights of recovery against sellers and/or other responsible third parties. The above agreement is not to interfere with rights of subrogation against packers and/or their Insurers.

### Subrogation Clause

The **assured** shall at the request of **us** or their agents assign and **subrogate** to **us** at the time of payment and to an amount not exceeding the **maximum sum insured** paid by **us** all their rights and claims against others and permit suit to be brought in the **assured's** name but at the Insurers' expense. **You** further agree to render all reasonable assistance in the prosecution of said suit or suits.

### Trademarked Cartons Clause

It is agreed that this Insurance covers damage to Trademarked cartons but claims payable hereunder shall be limited to an amount sufficient to pay the cost of new cartons including the forwarding charges of the new cartons and charges of repacking

The **assured**, exercising a reasonable discretion, shall be the sole judge as to whether the goods involved in any loss hereunder are suitable for marketing and no goods deemed by **you** to be unfit for marketing shall be sold or otherwise disposed of except by **you** or with **our** consent, but **you** shall allow **us** any salvage obtained on any sale or other disposition of such goods.

## EXCLUSIONS APPLICABLE TO THE POLICY

This Insurance does NOT cover:

- a) loss destruction or damage arising from rust oxidation discolouration moth mildew wear and tear depreciation inherent defect action of light atmospheric or climatic conditions
- b) mysterious disappearance of stock unexplained inventory shortage misfiling or misplacing of information
- c) theft or any attempt thereat unless involving forcible and/or violent entry to and/or exit from a building
- d) theft or any attempt thereat where any of your directors or employees are concerned as principal or accessory
- e) confiscation requisition or destruction or damage by order of any Government Public or Local Authority.

### Communicable Disease Exclusion

1. Notwithstanding any provision to the contrary in this insurance, it is hereby agreed that this insurance excludes absolutely all Communicable Disease Loss, save where the conditions of the Infected Individual Exception are met.
  - 2.1 "Communicable Disease Loss" shall mean all loss, damage, liability, or expense of whatsoever nature, proximately caused by or significantly caused by or contributed to by or resulting from or arising out of or in connection with any of the Excluded Circumstances, those Circumstances being
    - a) a Communicable Disease, and/or
    - b) the fear or threat, whether actual or perceived, of a Communicable Disease, and/or
    - c) any recommendation, decision or measure, made or taken to restrict, prevent, reduce or slow the spread of infection of a Communicable Disease or to remove or minimise legal liability in respect of such a disease, whether made or taken by a public authority or a private entity and/or
    - d) any recommendation, decision or measure made or taken to alter, reverse or remove any circumstance falling within (c) above, whether made or taken by a public authority or a private entity regardless of any other cause or circumstance contributing concurrently or in any other sequence thereto.
  - 2.2 Without prejudice to the effect of Clauses 2.1 (a), (b) and (d), recommendations, decisions and measures by whomsoever taken to tie-up, lay-up or maintain at anchor, in port or elsewhere, any vessel, conveyance, rig or platform pending resumption of cruising, operation, trading, cargo loading or discharge or other customary use shall not constitute Excluded Circumstances, notwithstanding they or any of them may have been taken for the reasons set out in 2.1 (c) above.
  - 2.3 Without prejudice to the effect of Clauses 2.1 (a), (b) and (d) for the purposes of a loss event first affecting a vessel, conveyance, rig or platform during a voyage undertaken as a consequence of a diversion, a prior recommendation, decision or measure by whomsoever taken to divert that vessel from an earlier loading or discharge or other destination shall not constitute an Excluded Circumstance solely by reason of that diversion having been made for the reasons set out in 2.1 (c) above.
  - 2.4 Without prejudice to the effect of Clauses 2.1 (a), (b) and (d), where loss, damage or liability have first been incurred in circumstances which are not excluded under 2.1 (a) to (d) above, increased expense or increased liability for expense shall not be excluded notwithstanding that increase may have been incurred for the reasons set out in 2.1(c) above.
3. "Communicable Disease" shall mean any disease, known or unknown, which can be transmitted by means of any substance or agent from one organism to another where:

- a) the substance or agent includes but is not limited to a virus, bacterium, parasite or other organism or any variation or mutation of any of the foregoing, whether deemed living or not, and
  - b) the method of transmission, whether direct or indirect, includes but is not limited to human touch or contact, airborne transmission, bodily fluid transmission, transmission to or from or via any solid object or surface or liquid or gas and
  - c) the disease, substance or agent may, acting alone or in conjunction with other comorbidities, conditions, genetic susceptibilities, or with the human immune system, cause death, illness or bodily harm or temporarily or permanently impair human physical or mental health or adversely affect the value of or safe use of property of any kind.
- 4.1 The Infected Individual Exception shall apply where (1) the actions or decisions of any individual infected or allegedly infected with a Communicable Disease cause or contribute to an alleged loss event and (2) neither such action nor decision nor the alleged cause of the loss event itself was a recommendation, decision or measure as defined in 2.1 (c) or 2.1 (d) above.
- 4.2 Where those conditions are met, the fact or possibility that the individual's action(s) or decision(s) were impaired or affected by or caused by that individual's alleged or actual infection shall not exclude recovery of a Loss otherwise recoverable hereon provided always that there shall be no cover for loss, damage, liability, or expense arising from any increase in the spread, incidence, severity or recurrence of a Communicable Disease or from any Circumstance as defined in Clause 2.1 (c) or (d) consequent on that individual's actions or decisions.
- 4.3 For the purposes of this Exception, the Infected Individual need not be physically present on or in an interest affected by the loss event, provided that his or her actions or decisions causing or contributing to the loss event and affecting that interest, directly or indirectly, were of a kind which, when not impaired or affected, would fall within the ordinary course of his or her employment.
5. Loss, damage, liability and expense arising solely out of a loss event otherwise insured under this insurance and not excluded thereby nor excluded pursuant to this Clause remain covered in accordance with the terms and conditions thereof.

#### **Computer Systems Date Change Exclusion Clause**

This **policy** does not cover any loss, damage or expense caused directly or indirectly by the use or operation of any computer, computer system, computer hardware, computer software, programme, process or any electronic system whatsoever where loss, damage or expense arises as a consequence of any date change or any change or modification of or to any such computer, computer system, computer hardware, computer software, programme, process or any electronic system in relation to any such date change.

#### **Consequential Loss Exclusion Clause**

This Insurance does NOT cover any loss or damage caused in consequence of the carriage of **subject matter insured** hereunder by **you** and/or their servants and/or agents or in consequence of any breach of any agreement by **you** and/or their servants and/or agents to carry goods.

#### **Cyber Exclusion**

1. Notwithstanding any other term of this Contract save for Clause 2 below, in no case shall this Contract cover loss, damage, liability, or expense directly or indirectly caused by or contributed to by or arising from the use or operation of an Information Technology Device as a means for inflicting harm.

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 shall not exclude losses which would otherwise be covered arising from the use of any Information Technology Device in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
3. Where the use or operation of an Information Technology Device was not used as a means of inflicting harm, any ensuing loss, damage, liability or expense shall be excluded unless a physical peril named in the **Information Technology Hazards** Clause was also a significant cause of a loss. In such case this Contract shall cover the loss, damage, liability or expense in accordance with but only to the extent provided for in that Clause, whether that Clause forms part of this Contract or not.
4. For the purposes of this clause, an Information Technology Device shall mean any computer system, hardware, software, programme, code, data, process, virus, information repository, microchip, integrated circuit or similar device in or connected with computer equipment or non-computer equipment, whether the property of a direct insured or not.

#### **Information Technology Hazards**

1. Loss, damage, liability or expense otherwise recoverable hereunder arising from loss of or damage to or a reduction or alteration in the functionality or operation of an Information Technology Device (hereafter an "IT Hazard") shall not be aggregated by reference to the IT Hazard or to any event directly or indirectly occasioning the IT Hazard.
2. The parties nevertheless agree that loss, damage, liability or expense otherwise recoverable hereunder arising from a single occurrence of any of the physical perils stated in Clause 3, acting alone or in conjunction with another, shall be aggregated notwithstanding an IT Hazard was also a significant cause of the loss.
3. The physical perils referred to in Clause 2 are: theft of equipment, collision, sinking, grounding or stranding of carrying vessel, overturning or derailment of land conveyance, jettison or washing overboard, fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze and weight of snow.
4. For the purposes of this clause, an Information Technology Device shall mean any computer system, hardware, software, programme, code, data, process, virus, information repository, microchip, integrated circuit or similar device in or connected with computer equipment or non-computer equipment, whether the property of a direct insured or not.

#### **Delay Exclusion Clause**

This **policy** does NOT cover loss or damage caused by delay in the picking-up transportation or delivering of any **subject matter insured** hereunder for any reason whatsoever.

#### **Electrical and Mechanical Derangement**

This **Policy** does NOT cover mechanical and/or electrical derangement unless caused by an **insured peril**.

#### **Excluded Items Clause**

The following items are excluded from cover hereon:- currency, money orders, travellers cheques, stamps, antiques, works of art, jewellery, animals, precious stones, pharmaceuticals, drugs, foodstuffs, precious metals, liquor, tobacco, perishables, bullion, firearms, explosives, negotiable instruments in bearer form, cashiers cheques, lewd obscene or pornographic materials, industrial carbons and diamonds



Articles restricted by IATA including hazardous or combustible materials prohibited by any federal state or local government of any country from to or through which the shipment may be carried

However, subject to satisfactory packing transport and security, Insurers may consider extending cover to any of the above items prior to the beginning of **transit**.

### **Excluded Territories Clause**

This Insurance does NOT cover sendings to or from the following:-

Angola, Argentina, Armenia Azerbaijan Bahrain, Belarus, Benin, Burma (also known as Myanmar), Burkina Faso, Burundi, Cameroon, Chad, Cape Verde, Central Africa, Democratic Republic of the Congo (formerly known as Zaire), Cuba, Dubai, Egypt, Equatorial Guinea, Eritrea, Gabon, Gambia, Guinea Bissau, Indonesia, Israel, Ivory Coast, Jordan, Lebanon, Liberia, Malawi, Mali, Mauritania, Myanmar (also known as Burma), Niger, Kuwait, Morocco, Qatar, Rwanda, Saudi Arabia, Sierra Leone, Somalia, Sudan, United Arab Emirates, Zimbabwe, any areas controlled by Al Qaida & Taliban, The International Criminal Tribunal for the former Yugoslavia, and any other terrorist and/or terrorist financed regime and Western African States (Benin, Burkina Faso Cape Verde Cote D'Ivoire (Ivory Coast) Gambia Ghana Guinea Guinea-Bissau Liberia Mali Niger Nigeria Senegal Sierra Leone Togolese Republic).

However, subject to satisfactory packing transport and security, Insurers may consider extending cover to some of the above territories prior to the beginning of **transit** other than those territories subject to State or UN or similar legislation which are TOTALLY EXCLUDED from cover hereon.

INFORMATION: At the time of the inception of this Insurance the HM Treasury Sanctions List is as follows:-

Afghanistan, American Samoa, The Bahamas, Botswana, Democratic People's Republic of Korea, Ethiopia, Ghana, Guam, Iran, Iraq, Libya, Nigeria, Pakistan, Panama, Puerto Rico, Samoa, Saudi Arabia, Sri Lanka, Syria, Trinidad and Tobago, Tunisia, US Virgin Islands, Yemen

Territories or areas may be added to or removed from this list at any time. For further information please refer to the following: [www.gov.uk/guidance/sanctions-embargoes-and-restrictions](http://www.gov.uk/guidance/sanctions-embargoes-and-restrictions)

### **Insolvency Exclusion Amendment Clause (J.C.93)**

It is hereby agreed that the exclusion "loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the **vessel** and/or **aircraft**" (incorporated in the **institute clauses** herein) is amended to read as follows:-

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

### **Sanction Limitation and Exclusion Clause**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall 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 that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. JC2010/014

### Termination of Transit Clause (Terrorism)

This Clause shall be paramount and shall override anything contained in this Insurance inconsistent therewith.

- a) Notwithstanding any provision to the contrary contained in this **policy** or the Clause 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
- (i) as per the **transit** clauses contained within the **Policy**; or
  - (ii) on delivery to the **Consignee's** or other final warehouse or place of storage at the destination named herein;
  - (iii) on delivery to any other warehouse or place of storage whether prior to or at the destination named herein, which you elect to use either for storage other than in the ordinary course of transit or for allocation or distribution; or
  - (iv) in respect of **Marine** transits, on the expiry of 60 days after completion of unloading oversee of the **subject matter insured** from the oversea vessel at the final port of discharge
  - (v) 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 first occur.
- b) 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 reattach, and continues during the ordinary course of that **transit** terminating again in accordance with Clause 1.
- c) This Clause is subject to English Law and Practice.



## PREMIUM

### 1. Declaration premium

Where the **schedule** states that **premium** is payable on declaration, it is a condition of this contract that you declare every consignment without exception to **us** in accordance with the **basis of valuation** and the declaration procedure specified in the **schedule**.

**We** will accept up to, but not exceeding, the sum specified in the **schedule** in respect of any one vessel, aircraft or conveyance.

If the **policy** is subject to a periodic declaration, details of **shipments** should be carefully recorded by you and submitted to **us** within 30 days of each declaration period to enable **us** to calculate any additional **premium** due.

Failure to submit your declarations to **us** within such time frames could result in the cancellation of the **policy** from the date that you last provided declarations.

### 2. Deposit premium

The deposit **premium** is that sum fixed at inception for the purpose of commencing cover. This **premium** is the minimum **premium** payable and is adjustable on expiry of the **policy** based on the rates defined in the **schedule**.

Where the **schedule** states that **premium** is payable on a minimum deposit basis, it is a condition of this contract that you declare every consignment without exception to **us** in accordance with the **basis of valuation** specified in the **schedule**. The actual declaration shall be declared to **us** within 30 days of the expiring **policy period of insurance**.

**We** will accept up to, but not exceeding, the sum specified in the **schedule** in respect of any one vessel, aircraft or conveyance.

Should these declarations not be received, **we** reserve the right to charge the additional **premium** based on the estimated declarations provided to **us** at the **policy** inception period. **We** will advise of these calculations and **premium** will be due within 14 days of notification.

Should the **policy** be cancelled prior to the original expiry date, **we** are entitled to retain the full minimum deposit **premium**.

### 3. Flat non-adjustable premium

Where the **schedule** states that the **premium** is contracted on a flat nonadjustable basis, a **premium** is fixed on the original declared declaration.

No return **premium** will be due to you and no additional **premium** will be charged subject to the original declaration remaining accurate to that declared at the inception of the **policy**.

Should the original estimate be exceeded by more than 10%, **we** reserve the right to charge you an additional **premium** assessed on the value of goods shipped.

## CLAIMS PROCEDURE

In the event of any loss or damage for which **we** may be liable it is essential that **you** and **your** agent comply with the following procedures:

**(1) Do not give 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 to the outer packaging such as denting, scuffing, staining, etc.

**(2) Report potential claims immediately to our appointed Claims Agent, as defined by the region of the consignee:**

**Europe, Africa, Middle East**

W E Cox Claims Group (Europe) Ltd  
140 Fenchurch Street,  
London, EC3M 6BL  
Tel: +44 207 488 2580  
Fax: +44 207 488 2583  
E. [cargoclaims@w-e-cox.co.uk](mailto:cargoclaims@w-e-cox.co.uk)

**China, India and the Far East**

CEEMIS Far East Limited Suite 1005,  
Centre Point 181-185 Gloucester Road  
Wanchai Hong Kong  
T. +852 2573 7770  
F. +852 2815 4105  
E. [wendy@ceemis.com.hk](mailto:wendy@ceemis.com.hk)

**South East Asia**

W.E. Cox Claims Group Pte. Limited  
133 New Bridge Road 17-01/02 Chinatown Point  
059413 Singapore  
T. +65 6438 3375  
F. +65 6438 2275  
E. [psansom@w-e-cox.com.sg](mailto:psansom@w-e-cox.com.sg)

**North America, South America and Canada**

W.E. Cox Claims Group (USA) LLC  
Carriage House Square 2785 Route 115,  
Suite 201 Effort, Pennsylvania 18330 U.S.A  
T. +1 570 629 8401  
F. +1 570 629 8403  
E. [cdrroll@w-e-cox.com](mailto:cdrroll@w-e-cox.com)

**Australasia & the Pacific Islands**

W.E. COX (AUSTRALASIA) PTY LIMITED  
3 Spring Street, Sydney  
NSW 2000, Australia  
T. +61 2 8249 4477  
F. +61 2 8249 4001  
E. [rhammersley@w-e-cox.com.au](mailto:rhammersley@w-e-cox.com.au)

Or alternatively to the local claims handling agent or surveyor named on the certificate, ensuring it is reported "Care of W E Cox Claims Group".

The notice of claim must include:

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

A decision will then be made whether to appoint a surveyor or investigator (unless notification is direct to the nominated surveyor). Advice will be given regarding what action should be taken next to pursue your claim.

**(3) Immediate notification must be given to the carriers and bailees in writing.**

This will allow them the opportunity to inspect the damage or commence tracer action for the issues alleged.

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.

**It is your and your agents duty to take steps to protect and preserve the rights and remedies available to us.**

## PRIVACY AND YOUR PERSONAL INFORMATION

China Taiping Insurance (UK) Co Ltd are the data controller (as defined by the UK Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation) in respect of this contract of insurance. **We** may obtain, collect and process **your** personal information for the purposes of entering into and performing **our** insurance contract with **you**.

For full details of what data **we** collect about **you**, how **we** use it, who **we** share it with, how long **we** keep it and **your** rights relating to **your** personal data, please refer to **our** [Privacy Notice](#) which is available on **our** website at: <https://uk.cntaiping.com/uk-privacy/>

If **you** do not have access to the Internet, please write to **our** Data Protection Officer (at the address shown below) with **your** name and address and a copy will be sent to **you** in the post.

In summary, **we**, may, as part of **our** agreement with **you** under this contract, collect personal information about **you**, including:-

- Name, address, contact details, date of birth and cover required
- Financial information such as previous credit history, bank details
- Details of any previous insurance claims.
- Information for Employers' Liability Database records (if Employers' Liability insurance is included)

**We** may also collect sensitive personal information about **you**, and any additional people who **you** wish to be insured under the policy, including medical records to validate a claim should **you** be claiming for sickness or an accident.

**We** collect and process **your** personal information for the purpose of insurance and claims administration.

Telephone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

**Your** personal information may be shared with third parties which supply services to us or which process information on **our** behalf (for example, premium collection and claims validation, or for communication purposes related to **your** cover). **We** will ensure that they keep **your** information secure and do not use it for purposes other than those that **we** have specified in **our** [Privacy Notice](#).

Some third parties that process **your** data on **our** behalf may do so outside of the European Economic Area ("EEA"). Where such transfers occur, **we** ensure that they do not occur without **our** prior written authority and that an appropriate transfer agreement is put in place to protect **your** personal information to an equivalent standard to that found in the EEA.

**We** will keep **your** personal information only for as long as **we** believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

**We** will share **your** information if **we** are required to by law. **We** may share **your** information with enforcement authorities if they ask us to, or with a third party in the context of actual or threatened legal proceedings, provided **we** can do so without breaching data protection laws.

If **you** have any concerns about how **your** personal data is being collected and processed, or wish to exercise any of **your** rights detailed in **our** [Privacy Notice](#), please contact **our** Data Protection Officer at:-

China Taiping Insurance (UK) Co Limited;  
2, Finch Lane, London EC3V 3NA  
E-mail: [dataprotectionofficer@uk.cntaiping.com](mailto:dataprotectionofficer@uk.cntaiping.com)  
Tele: (0044) (0)20 7839 1888

**London Office**

2 Finch Lane, London EC3V 3NA

Telephone: 020 7839 1888 Facsimile: 020 7621 1202

**Manchester Office**

Manchester One, 53 Portland Street, Manchester M1 3LD

Telephone: 0161 236 2631 Facsimile: 0161 237 9171