

## The Contract of Insurance

This policy, The Schedule, the enclosed Institute Clauses and the information You provided to Us when applying for this insurance together with any additional information supplied subsequently form the basis on which this contract has been arranged.

The policy is not valid unless The Schedule is attached to the policy and has been countersigned by an authorised official of the Company and bears the Company's stamp.

## Important

This policy is a legal contract. You must tell Us about any facts or changes which affect Your insurance and which have occurred either since the policy started or since the last renewal date. If You are not sure whether certain facts are relevant, please ask Your insurance adviser or local Aviva office. If You do not tell Us about relevant changes, Your policy may not be valid or the policy may not cover You fully.

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



Aviva Insurance Limited  
PO Box 6, Surrey Street Norwich NR1 3NS  
Registered in Scotland No 2116  
Registered Office: Pitheavlis, Perth, Scotland, PH2 0NH  
Authorised and regulated by the Financial Services Authority.

## Introduction

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

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

Please read the policy and the schedule carefully to ensure that the cover meets your requirements. Please contact your insurance adviser if you have any questions or if you wish to make adjustments.

## Contents

This policy consists of individual sections. You should read this policy in conjunction with the schedule which confirms the sections you are insured under and gives precise details of the extent of your insurance protection.

## Contact details for claims and help

### Services

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

### Claims Service 0161 931 8076

Our claims line provides you with assistance whenever it is required. When we know about your problem, we will start to put the solutions in place.

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

Marine Claims Manager	Tel: 0161 931 8076
Aviva	Fax: 0161 931 8011
2/10 Albert Square	E-mail: cargo-claims@aviva.co.uk
Manchester	
M60 8AD	

### Legal and Tax Helpline 0845 300 1899

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and you pay for just the cost of the call.

### Commercial Legal Protection 0845 300 1899

If you have Commercial Legal Protection cover, please call the helpline for legal advice as soon as you are aware of an incident. Please have your policy number to hand.

If you think you may need to claim, please call the helpline to request a claim form. We can only proceed with your claim when we have details of the incident in writing.

A claim form is available to download at [www.aviva.co.uk/legalprotection](http://www.aviva.co.uk/legalprotection).

### Risk Solutions Helpline 0845 366 6666

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

### Counselling Service Helpline 0117 934 0105

This is a confidential service available to your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

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## Website [www.cutredtape.co.uk](http://www.cutredtape.co.uk)

This is Aviva's free website offering many tools and resources to help you manage your business effectively. You'll get access to

- free business advice in accounting, HR, sales and marketing, finance, technology, law and risk management
- over 700 legal and business guides
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- email alerts on changes in law, legislation and regulation.

To register, please visit [www.cutredtape.co.uk](http://www.cutredtape.co.uk) and follow the prompts.

## Complaints Procedure

### Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

### What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

### What to do should you be dissatisfied

If you are unhappy with any aspect of the handling of your insurance, we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser. You can write or telephone, whichever suits you, and ask your contact to review the problem.

If you are unhappy regarding the handling of a claim, we would encourage you to seek resolution by contacting:

Marine Claims Manager                      Tel:     0161 931 8076  
Aviva    Fax:     0161 931 8011  
2/10 Albert Square                          E-mail: [cargo-claims@aviva.co.uk](mailto:cargo-claims@aviva.co.uk)  
Manchester  
M60 8AD

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service (FOS) at:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Telephone:  
0800 023 4567 (free from landlines) or  
0300 123 9123 (free from most mobile phones)

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Whilst we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

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## Important Information

### Law Applicable

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

### Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to:

Financial Services Compensation Scheme  
7th floor Lloyds Chambers  
Portsoken Street  
London  
E1 8BN

### Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

### Customers with Disabilities

This policy and associated documentation are available in large print, audio and Braille. If you require any of these formats, please contact your insurance adviser.

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## Section One – Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy, except when used in headings and titles.

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

### **Certificate of Insurance**

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

### **The Schedule**

The document which specifies details of The Policyholder, subject matter insured and any excesses, endorsements and conditions applying to the policy.

### **We/Us/Our/Aviva**

Aviva Insurance Limited.

### **You/Your/The Policyholder**

The persons, companies, partnerships or unincorporated associations named in The Schedule as The Policyholder.

## Section Two – General Conditions

The following conditions apply to Your policy.

### (1) Cancellation

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

- (a) 7 days notice in respect of risks covered by the Institute War Clauses.
- (b) 7 days (or 48 hours in respect of shipments to or from the United States of America) notice in respect of risks covered by the Institute Strikes Clauses.
- (c) 30 days notice in respect of all other risks.

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

### (2) Certificates

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

- (a) only use certificates for shipments which are covered by this policy.
  - (b) do not amend the printed policy conditions or exceed the shipment limit specified in The Schedule without Our prior written approval.
  - (c) ensure each certificate is properly countersigned by one of Your authorised representatives.
  - (d) provide Us with a copy of each completed certificate in accordance with the declaration procedure specified and return any spoilt certificates to Us.
  - (e) never complete a certificate after known loss or damage without Our prior written approval.
  - (f) keep the stock of certificates in a safe place and return them to Us immediately upon Our request.
- These conditions also apply where We have authorised You to prepare certificates using Our validity labels.

### (3) Declaration

It is a condition of this contract that You declare every consignment without exception to Us as soon as possible in accordance with the basis of valuation and the declaration procedure specified in The Schedule. We will accept up to, but not exceeding, the sum specified in The Schedule in respect of any one vessel, aircraft or conveyance. Where the policy is subject to periodic declaration, You should carefully record details of the shipments in the manner agreed and submit each declaration to Us as soon as possible after the end of each declaration period to enable Us to calculate any additional premium due.

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

### (4) Errors and Omissions

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

### (5) Marine Insurance Act (1906)

The conditions and warranties of 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.

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## (6) Non Contribution

We will not pay for any loss, damage or expense to the subject matter insured which, If this insurance did not exist, is or would be covered at the time of such loss, damage or expense under any other insurance. In such circumstances We shall only pay for any excess beyond the amount that would have been payable under the other Insurance if this insurance had not been effected.

## (7) (a) Own Vehicle Conditions

The following conditions shall apply to any Vehicle owned by You or under Your control containing the subject matter insured:

(1) It is a condition of this policy that:

- (i) the Vehicle is maintained in an efficient and roadworthy condition
- (ii) all ropes, sheets, tarpaulins and the like are maintained in an efficient condition
- (iii) all protective appliances and locking devices are installed in accordance with the manufacturers' recommendations, in operation, properly and suitably maintained and neither withdrawn nor varied without Our consent.

(2a) When a Vehicle is left loaded and Unattended during the ordinary course of transit the following conditions shall also apply

- (i) the ignition key shall be removed from the Vehicle
- (ii) all doors, windows and other openings shall be securely closed and properly fastened
- (iii) all protective appliances, alarms, immobilisers and locking devices shall be put into effect in accordance with the manufacturers' instructions
- (iv) if the Vehicle is fitted with a boot or similar compartment the subject matter insured must be kept there
- (v) if the Vehicle is an estate or a hatchback Vehicle the subject matter insured must be kept under the load cover or parcel shelf or otherwise covered over and hidden from view

(2b) We will not pay for any loss of or damage to the subject matter insured caused by theft if the Vehicle is loaded and Unattended during the ordinary course of transit at the end of any normal working day or on any non-working days unless the Vehicle is

- (i) kept in a fully enclosed, securely locked building of Substantial Construction
- or
- (ii) in a permanently attended Vehicle security park or compound secured by locked gates
- or
- (iii) in a public car park with an authorised attendant on duty at all times

## (b) Own Vehicle Overnight Co-Insurance Conditions

If You are unable to comply with part (2b) of the Own Vehicle Conditions then We may elect:

- (i) to treat You as your own insurer for 20% of the total sum insured in respect of the subject matter insured,
  - or
  - (ii) that You shall bear the first £500 of each and every claim,
- whichever is the greater.



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## (c) Definitions

The following definitions apply for the purpose of these conditions:

### **Vehicle**

Any road vehicle and shall include any trailer or trailers or container or containers combined.

### **Unattended**

With no authorised person(s) authorised by You keeping the Vehicle under observation, and able to observe or prevent any attempt to interfere with it with a reasonable prospect of preventing any unauthorised interference.

### **Substantial Construction**

Built only of brick and/or stone and/or concrete and/or steel frame and steel construction and/or plastic coated metal profile sheet above brick with a slate and/or tiled and/or metal and/or asbestos and/or concrete roof

## (8) Subjectivity Condition

The policy, the application form, statement of fact and/or declaration made by You, and any clauses endorsed on the policy and The Schedule should be read together and form the contract of insurance between You and Us.

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

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

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

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

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

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

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

The above conditions do not affect Our right to void the policy if We discover information material to Our acceptance of the risk. Please refer to the Important Note within the Contract of Insurance page of Your policy booklet.

## (9) Warranty

A warranty must be strictly complied with and failure to do so may result in the policy being deemed void from inception or last renewal date or from the time of the breach of warranty or may entitle us to avoid liability for loss, damage or expense whether or not this resulted from the breach of warranty.

## Section Three - Additional Cover

This Section has been specially designed to protect Your business interests and Your brand and extends the policy cover beyond the protection provided by the Institute and Joint Cargo Committee Clauses, subject to the terms and conditions of the policy.

All of the following covers apply to Your policy

### General Average

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

### Labels

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

The maximum amount We will pay under this cover will not exceed the sum insured of the subject matter which is being relabelled/re-wrapped and/or re-encapsulated.

### Pairs and Sets

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

### Transit Clause Extension

The Duration - Transit Clause 8.8.1 of the Institute Cargo Clauses (A) CL382 01/01/2009 is extended so that this insurance attaches from the time the subject matter insured is first moved in the warehouse or at place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit or for the purpose of temporary storage on the carrying vehicle or other conveyance for a period not exceeding 96 consecutive hours when within Your custody and control and continues in accordance with the Clause throughout the ordinary course of transit and until loaded at the place where this insurance terminates.

When the subject matter insured is stored on a Vehicle under Your custody and control the terms and conditions of the Own Vehicle Conditions must be fully complied with.

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## Section Four – Special Conditions

All of the following Special Conditions apply to Your policy.

### Derangement Clause

Excluding electrical, mechanical and/or electronic derangement unless caused by a peril insured against.

### Postal Sendings

If the subject matter insured is despatched by postal services and valued £1,000 or more per package and/or parcel it must be

(1) insured for the minimum amount available with the postal service

or

(2) despatched via a system which provides evidence of both posting and delivery

### Process

We will not pay for any loss or damage to the subject matter insured, which is due to or directly results from any process of use, testing or repair.

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

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

- second-hand and/or used goods which have not been fully reconditioned and/or refurbished
- damaged goods
- unpacked goods

which is attributable to:

- rust, oxidation and/or discoloration
- chipping, denting, scratching, bruising and cost of repainting
- twisting, bending and distortion

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

## Section Five – Institute and Joint Cargo Committee Clauses

The following clauses are standard marine market wordings. The Institute Clauses referred to in the policy, The Schedule and endorsements are those current at the inception of this contract. If these clauses are revised during the period of the contract, and provided we give You at least 30 days notice, the revised Institute Clauses shall apply to risks which attach on or after the date of expiry of this notice.

### **Cargo ISM Endorsement JC 98/019**

Applicable to shipments on board Ro-Ro passenger ferries.

Applicable with effect from 01 July 1998 to shipments on board

- (1) passenger vessels transporting more than 12 passengers  
and
- (2) oil tankers, chemical tankers, gas carriers, bulk carriers  
and
- (3) cargo high speed craft of 500 gt or more

Applicable with effect from 01 July 2002 to shipments on board all other cargo ships and mobile offshore drilling units of 500gt 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 ISM Code certified or whose owners or operators do not hold ISM Code Document of Compliance 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 should have been aware

- (a) either that such vessel was not certified in accordance with the ISM Code or
- (b) that a current ISM Code 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 JC 98/019)

In consideration of an additional premium to be agreed, this insurance is extended to reimburse You, 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 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 to either

- (a) such vessel not being certified in accordance with the ISM Code or
- (b) a current ISM Code 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 JC98/019.

### **Contracts (Rights of Third Parties) Act 1999**

#### **Exclusion Clause (Cargo) JC – 2000/02**

The Provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this insurance or to any certificate(s) of insurance issued hereunder. Neither this insurance 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.

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## Institute Classification Clause CL354 - 01/01/2001

### 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 containerships, 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 You to give prompt notice to Us, 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 [www.iacs.org.uk](http://www.iacs.org.uk)**

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## Institute Radioactive Contamination Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause – CL370

***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.

## Termination of Transit Clause (Terrorism) – JC 2009/056 – 01/01/2009

***This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.***

- (1) Notwithstanding any provision to the contrary contained in the contract of Insurance 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 act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted or

any person acting from a political, ideological or religious motive,

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 completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance, or
- 1.3 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which You or Your employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
- 1.4 when You or Your employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit, or
- 1.5 in respect of marine transits, on the expiry of 60 days after completion of discharge over side of the subject matter insured from the oversea vessel at the final port of discharge, or
- 1.6 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.**

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- (2) If the contract of insurance 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.

## **Institute Replacement Clause CL372 - 01/12/2008 – in respect of New Goods only**

In the event of loss of or damage to any part(s) of an insured machine or other manufactured item consisting of more than one part caused by a peril covered by this insurance, the sum recoverable shall not exceed the cost of replacement or repair of such part(s) plus labour for (re)fitting and carriage costs. Duty incurred in the provision of replacement or repaired part(s) shall also be recoverable provided that the full duty payable on the insured machine or manufactured item is included in the amount insured.

Our total liability shall in no event exceed the amount insured of the machine or manufactured item.

## **Institute Replacement Clause – Proportional Valuation CL373 - 01/12/2008 – in respect of Secondhand &/or Used Goods only**

In the event of loss of or damage to any part(s) of an insured machine or other manufactured item consisting of more than one part caused by a peril covered by this insurance, the sum recoverable shall not exceed such proportion of the cost of replacement or repair of such part(s) as the amount bears to the new cost of the machine or manufactured item, plus labour for (re)fitting and carriage costs. Duty incurred in the provision of replacement or repaired part(s) shall also be recoverable provided that the full duty payable on the insured machine or manufactured item is included in the amount insured.

Our total liability shall in no event exceed the amount insured of the machine or manufactured item.

## **Institute Replacement Clause – Obsolete Parts Endorsement JC2008/023) – (as applicable)**

(for use only with the Institute Replacement Clause CL372 - 01/12/2008 or Institute Replacement Clause – Proportional Valuation CL373 - 01/12/2008)

In the event of a claim recoverable under this policy necessitating the manufacture of any new part(s) for the repair of an insured machine or other manufactured item, the sum recoverable shall not exceed the manufacturer's last list price for the year of manufacture of the lost or damaged part(s), uplifted for inflation. Inflation shall be determined by reference to the Retail Price Index, or other officially published data of the country of manufacture of the insured machine or manufactured item, up to a maximum total uplift of 25%.

If no such manufacturer's list price is available, the total liability shall in no event exceed the amount insured of the machine or manufactured item.

## Section Six – Claims Procedure

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

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

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

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

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

Marine Claims Manager Tel: 0161 931 8076  
Aviva Fax: 0161 931 8011  
2/10 Albert Square E-mail: cargo-claims@aviva.co.uk  
Manchester  
M60 8AD

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

This notice must include

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

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

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

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

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

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

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

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

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

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

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

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

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

**Note – As with initial notification of claim the formal claim must be submitted to carriers and/or bailees within the timescales laid down in the Conditions of Carriage or Bailment (usually 9 and 12 months) in order to prevent valid claims being declined.**



# Cargo

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## **(6) Notify to the police**

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

## **(7) Documents required to evidence the claim**

- (a) original Certificate of Insurance or policy or policy and Declaration reference (as applicable) (b) original sales or commercial invoices
- (c) original transit and consignment documents eg. "Shipped" Bill of Lading, Carrier Air Waybill, House Air Waybill, CMR Note, Certificate of Shipment, Rail Consignment Note and/or other contracts of carriage
- (d) Packing Lists (to identify the goods actually packed in each carton, case, etc.)
- (e) Receipts issued during transit and at delivery Landing (or Short landing) Accounts, Weight Notes, Delivery Receipts and similar documents
- (f) Survey report (if issued)
- (g) Repair and/or replacement estimates
- (h) Other documentary evidence
- (i) Statement of claim
- (j) Details of the loss and/or damage including a calculation or estimate of the claim amount.
- (k) copies of all correspondence exchanged with the carriers, bailees, suppliers and other parties regarding their liability for the loss and/or damage.