

# Goods in Transit Freight

Policy booklet



Underwritten by Policyfast Ltd acting for and on behalf of Beazley Syndicate 2623/623 at Lloyd's



## Welcome to Policyfast

Welcome to your new Goods in Transit policy with Beazley Marine UK acting as an agent on behalf of Syndicates 2623/623, exclusively arranged through Policyfast Limited.

This policy forms part of your legal contract with us and defines what exactly your Policy covers you against. Please refer to your schedule of cover for confirmation of the level of cover you have chosen.

## Telephone Recording

For our joint protection and training purposes, telephone calls may be recorded and/or monitored.

## Definitions

In this Policy certain words have special meanings.

They have the same meanings wherever they appear.

These words are:

**Assured** – means the company(ies) named in the Policy schedule, whose liability and property are covered by this Policy. Their and they shall be construed accordingly.

**Conveyance** – means any ship, vessel, aircraft, postal service, rail, or road transport used to transport the subject matter insured.

**Excess** – means the sum shown in the schedule, this Policy, or an Endorsement to this Policy (if any) which any loss or claim must exceed before Underwriters will be liable under this Policy and which Underwriters will not be liable to pay in respect of each loss. The amount of the Excess will be deducted from each and every loss, where applicable.

Where an Excess is expressed as:

- A specified sum – it means the amount specified:

and

- A percentage – it means the monetary equivalent of such percentage of each loss, provided that, where a claim is made in respect of more than one occurrence, the Excess will apply as though a claim was made for each individual occurrence.

**Goods** – Goods and/or merchandise not the property of the Assured for which they are responsible according to their Trading Conditions, Contract, Statute, International Convention.

**High Theft Risk Goods** – Alcoholic beverages exceeding 9% Alcohol by Volume, processed tobacco or tobacco products, non-ferrous metals unless as part of a manufactured product, furs, mobile telephones, perfume, footwear, photographic equipment, precious stones, precious metals, audio equipment, visual equipment, computer hardware or software.

**Limits** – This is the maximum extent of Underwriters' liability for any one accident or loss.

**Period of Insurance** – As stated in the Policy schedule. Cover will not attach prior to the beginning of the Period stated and will cease at the end of the Period.

**Policy** – means this Policy wording, the current schedule and any endorsement, all of which are to be read together and any word or expression to which a specific meaning has been attached in any part of the Policy or the schedule shall bear the same meaning wherever it may appear. In the event of any ambiguity between the Policy and the schedule, the schedule shall take precedence.

**Premium** – means the Premium specified in the Policy schedule, any endorsement Premium and any adjustment Premium in accordance with General Conditions, Premium Adjustment and Declarations Clause.

**Substantial Construction** – means built of brick and/or stone and/or concrete with a slate and/or tile and/or metal and/or asbestos and/or concrete roof.

**Unattended** – means with no one authorised by the Assured keeping the Vehicle under observation and able to observe any attempt to interfere with it with a reasonable prospect of preventing any unauthorised interference.

**Underwriters** – means Policyfast Ltd acting for and on behalf of Beazley Syndicate 2623/623 at Lloyd's.

**Vehicle** – means any Vehicle and/or trailer owned and operated by the Assured.

## **Trading Conditions, Contract, Statute, International Convention:**

All references hereunder are to such Trading Conditions, Contract, Statute or International Convention as may be in force from time to time.

**RHA/RHA Storage Conditions:** Liability under the Road Haulage Association Limited conditions of carriage and/or storage.

**CMR:** Liability under the Convention on the Contract for the International Carriage of Goods by Road as enacted into English Law by the Carriage of Goods by Road Act 1965.

**BIFA:** Liability under the British International Freight Association Standard Trading Conditions.

**UKWA:** Liability under the United Kingdom Warehousing Association Conditions of Contract.

**FTA:** Liability under the Freight Transport Association Standard Trading Conditions.

**FIATA:** Liability under the International Federation of Freight Forwarders Association Standard Trading Conditions for multimodal transport documents.

### **Territorial Limits definitions:**

For the purposes of this Policy, the following areas shall be defined as follows:

#### **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, Slovenia, 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, Slovakia, 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 (Freight Forwarders only).

## **Standard Policy Conditions**

This Policy covers:

### **1. Legal Liability**

The Assured's legal liability according to Trading Conditions, Contract, Statute, International Convention as specified in the schedule as a Carrier, Bailee, Freight Forwarder, Forwarding Agent, Warehouse Keeper or Packer for loss of or damage to Goods for which the Assured is responsible within the Territorial Limits specified in the schedule occurring during the Policy Period of Insurance.

If the Assured's Trading Conditions or Conditions of Carriage are set aside by an unappealable order of the court or otherwise by law, Underwriters will indemnify the Assured for their legal liability under Common Law up to GBP 250,000 any one loss.

### **2. Consequential Loss**

The Assured's legal liability for consequential loss arising from:

- a) Loss of or damage to Goods for which the Assured is responsible,
- b) Accidental delay but excluding loss where a contractually agreed time or date for delivery has been made,
- c) Accidental mis-delivery.

But only where the Assured has contracted for the carriage of Goods either excluding liability for consequential loss or limiting consequential loss to an amount not exceeding the carriage charges for the consignment.

The maximum limit of liability in respect of any one loss shall not exceed GBP 100,000 under this section.

### **3. Containers and/or Pallets**

The Assured's legal liability for loss of or damage to containers and/or pallets not owned by, hired by or leased to the Assured.

#### **4. Errors and Omissions**

The Assured's legal liability for any claim or claims made against them during the Period of Insurance for breach of duty by reason of any negligent act, error or omission arising out of incorrect instructions, faulty arrangements or clerical errors committed by Principals and/or Directors and/or Clerical and/or Office Staff or their predecessors in the conduct of any business conducted by or on behalf of the Assured or their predecessors in business.

The maximum limit of liability in respect of any one event or series of events and in the aggregate any one Period of Insurance shall not exceed GBP 250,000.

Excluding any claim or claims made against the Assured as a result of:

- a) Fraudulent criminal or malicious act or omission by Principals and/or Directors and/or Clerical and/or Office Staff or their predecessors in the conduct of any business conducted by or on behalf of the Assured or their predecessors in business,
- b) Liability as principal for the charter of the whole or part of any vessel or aircraft,
- c) Insolvency / bankruptcy and or cessation of trading of the Assured,
- d) Inability of the Assured to pay or collect amounts (other than accounts which may be required to pay or collect on behalf of principals),
- e) Failure of the Assured to comply with instructions to effect insurance,
- f) Requests made by H.M Government or E.U. Government for payment of duty or V.A.T.

#### **5. Legal Costs and Other Expenses**

The Assured's legal costs and expenses incurred with the prior written consent of Underwriters in defending any claim made against the Assured arising from the liabilities covered under the insurance and any costs reasonably and necessarily incurred in avoiding or minimising any loss, damage or expense covered under the insurance.

#### **6. Own Property**

Physical loss of or damage to sheets, ropes, securing chains, toggles, dunnage and other property (except motor Vehicles, trailers or containers) owned by the Assured whilst on any Vehicle operated by the Assured excluding wear, tear, gradual deterioration, moth, vermin, mildew.

#### **7. Personal Effects**

Physical loss of or damage to personal effects of the Assured's drivers whilst in any Vehicle operated by the Assured subject to a limit of GBP 500.00 any one loss, but excluding cash, travellers cheques, credit cards, securities, watches, jewellery, audio/visual equipment, cameras, personal computer equipment and mobile telephones. Excluding loss or damage caused by wear, tear, gradual deterioration, moth, vermin, mildew, breakage of items of a brittle nature.

#### **8. Removal of Debris**

Cost and expenses reasonably and necessarily incurred in the removal of debris, transhipment and recovery of Goods following an accident to the conveying Vehicle.

#### **9. Subcontractors**

The Assured's legal liability when Goods are in the care, custody or control of subcontractors of the Assured subject to the Limits specified in the schedule.

Claims will only be considered after the subcontractor's insurance has been exhausted or are not recoverable from the subcontractor and/or successive subcontractors or their insurers.

Under no circumstances does the benefit of this insurance pass to any subcontractor of the Assured.

It is a condition precedent to Underwriters liability under this section that the Assured takes all reasonable measures to ensure that any subcontractor of the Assured maintains current insurance in respect of their liability for loss of or damage to Goods.

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

## Special Policy Conditions

### 1. Contamination

This insurance covers the Assured's legal liability for loss of or damage to Goods caused by contamination subject to:

- a) All reasonable measures being taken by the Assured to ensure any Vehicle used is in a satisfactory condition and suitable for the conveyance of the Goods involved,
- b) The correct procedures being adhered to for cleaning any tanks used to convey the Goods,
- c) All drivers being thoroughly conversant with the correct procedures for recording temperatures and maintaining the cleanliness of any tanks used to carry the Goods.

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

### 2. Hazardous & Dangerous Goods

It is a condition precedent to Underwriters liability that any hazardous or dangerous Goods are labelled and carried and/or stored and/or handled in accordance with the UK Carriage Regulations and/or the International Maritime Dangerous Goods Code issued by the International Maritime Organisation and/or the International Civil Aviation Organisation instructions, as appropriate.

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

### 3. High Theft Risk Goods

No cover is provided under this Policy for High Theft Risk Goods unless the Assured has declared to Underwriters that they are involved in the carriage of and/or storage of and/or handling of High Theft Risk Goods prior to inception of this insurance or as soon as reasonable if a contract for the carriage and/or storage and/or handling of High Theft Risk Goods is obtained during the Period of Insurance. Underwriters reserve the right to apply specific terms and conditions.

It is a condition precedent to liability that when any Vehicle owned and operated by the Assured is carrying High Theft Risk Goods and is left Unattended between the hours of 18.00 and 06.00

Local Standard Time that such Vehicle is kept in a:

- a) Securely locked building of Substantial Construction; or
- b) Continuously attended public garage or a properly supervised Vehicle park with security attendant on duty at all times; or
- c) Securely locked compound surrounded by secure walls and/or fences.

Unless the High Theft Risk Goods are being carried by the Assured unwittingly in a sealed container or unwittingly as part of a groupage load. This condition does not apply when the Vehicle is on the Vehicle deck of a Ro/Ro (Roll on/Roll off) ferry.

### 4. House Bills of Lading and Air Waybills

Any bill of lading issued by the Assured or on their behalf must:

- a) Include a paramount clause incorporating the Hague Rules,
- b) Include a clause excluding liability for cargo carried on deck,
- c) Not include a Demise Clause so that the bill of lading is evidence of a contract between the shipowner or demise charterer and cargo interest if such authority has not been obtained from the shipowner or demise charterer as the case may be.

Any air waybill issued by the Assured or on their behalf must show a notice to the effect that:

- a) If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and the Convention governs and in most cases limits the liability of the carriers in respect of loss of or damage to cargo.

The Assured and/or their employees must not:

- a) Enter or give instructions to enter information which is known to be incorrect on a bill of lading or air waybill,
- b) Release customers' property except against the surrender of the original bill of lading or air waybill.

## 5. Own Vehicles

It is a condition precedent to Underwriters liability that:

- a) All protective appliances and locking devices fitted to any Vehicles owned and operated by the Assured are installed in accordance with the manufacturers' instructions, operational and properly maintained and neither removed nor modified without the written consent of Underwriters,
- b) Whenever any Vehicle owned and operated by the Assured is left Unattended,
  - i) The ignition key is removed from the Vehicle,
  - ii) All doors windows and other openings are securely closed and properly fastened,
  - iii) All protective appliances and locking devices are put into effect in accordance with the manufacturers' recommendations.

## 6. Refrigerated and chilled Goods

This insurance covers the Assured's legal liability for deterioration of refrigerated and/or chilled Goods caused by variation in temperature subject to:

- a) The driver of any refrigerated Vehicle owned and operated by the Assured having received instruction from the manufacturers of the refrigeration equipment or their authorised agents on the operation and maintenance of such equipment,
- b) Written confirmation being obtained of the;
  - 1) Temperature to be maintained during transit of the Goods from the consignors prior to acceptance of the load,
  - 2) Temperature on delivery by consignees before unloading.
- c) The correct temperature being set prior to loading,
- d) A log of temperatures being maintained by the driver,
- e) All refrigeration equipment owned and operated by the Assured being maintained and serviced in accordance with manufacturers instructions.

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

## Additional Policy Conditions

### 1. All Risks Legal Liability

If specified in the schedule, this insurance extends to cover the Assured's legal liability for All Risks of physical loss of or damage to Goods whilst in transit on any Vehicle owned and operated by the Assured and whilst loading and unloading in connection with such transit caused by a fortuitous incident but excluding loss of or damage to Goods caused by:

- a) Wilful misconduct of the Assured,
- b) Ordinary loss in weight or volume, ordinary leakage, ordinary wear and tear, inherent vice or nature of the Goods,
- c) Insufficiency or unsuitability of packing or preparation of the Goods unless performed by the Assured or their servants,
- d) Delay,
- e) Rust oxidation or discolouration unless caused by fire, explosion, collision or overturning of carrying Vehicle,
- f) Breakage of glass, marble, china, earthenware or other Goods of a brittle nature unless caused by fire, explosion, collision or overturning of carrying Vehicle,
- g) Depreciation, moth, vermin, mildew, sweat, spontaneous combustion, gradual deterioration, atmospheric or climatic conditions.

These exclusions are in addition to the exclusions contained in this Policy.

### 2. Trailers

If specified in the schedule, this insurance covers All Risks of loss of or damage to unspecified trailers owned, leased by, hired by or on loan to the Assured but excluding:

- a) Wear and tear, scratching, chipping, denting and cost of repainting,
- b) Damage to tyres, punctures, cuts or bursts unless caused by an accident to the trailer,
- c) Theft of an unladen trailer left Unattended unless the trailer is in:
  - i) A securely locked building of Substantial Construction; or
  - ii) A continuously attended public garage or a properly supervised Vehicle park with security attendant on duty at all times ;or

- iii) An unsupervised Vehicle park and the trailer is fitted with an approved anti-hitching device which is put into operation; or
- iv) A securely locked compound surrounded by secure walls and/or fences.

When any trailer is in the custody of a subcontractor it is a condition precedent to liability that the Assured takes all reasonable measures to ensure that each sub-contractor maintains current insurance in respect of their liability for such trailer. The limit of indemnity under this clause shall not exceed the specified sums stated in the Policy schedule in respect of any one trailer and in respect of all trailers in total.

### 3. PDA Extension

The cover granted by this policy extends to include hand held PDA's leased to You for which You are contractually responsible for whilst in transit and being used by You or Your drivers. Limit Any One PDA = £1200 Subject to You being liable for the first £100 of each and every loss.

## Exclusions

### 1. Abandonment

Excluding loss of or damage caused by deliberate abandonment of the Goods and/or property owned by the Assured.

### 2. CMR

Excluding the Assured's legal liability under articles 7(3), 21, 24, 26 and 40 of the CMR Convention.

### 3. Contracts (Rights of Third Parties) Act 1999 Exclusion Clause

The provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this insurance or to any certificate(s) of insurance 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.

### 4. Cyber Attack Clause

Excluding loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

### 5. Electronic Date Recognition

Excluding any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any:

- a) Electronic circuit, microchip, integrated circuit, microprocessor, embedded systems, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device,
- b) Media or systems used in connection with any of the foregoing whether the property of the Insured or not, at any time to achieve

any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date including without limitation, the failure or inability to recognise capture save retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data information, command, logic or instruction as a result of:

- i) Recognising using or adopting any date, day of the week or period of time otherwise than as, or other than, the true or correct date, day of the week or period of time,
- ii) The operation of any command or logic which has been programmed or incorporated into anything referred to in a) and b) of this clause.

#### **6. Excess**

Excluding the amount of Excess as specified in the schedule each and every claim.

#### **7. Excluded Goods**

Excluding loss of or damage to money, bullion, credit cards, debit cards, ATM cards, cash-replacement cards, store cards and gift vouchers, travellers cheques, fine art, securities, bonds, deeds, bank notes, treasury notes, stamps and similar cash substitutes; Weapons of all kinds; Live creatures; Computer chips, memory modules, software licences, and the like; Pre-paid mobile phone vouchers, SIM cards, and the like.

#### **8. Freight Liability ISM Endorsement**

Applicable to shipments on board Ro-Ro passenger ferries.

Applicable with effect from 1 July 1998 to shipments on board;

- a) Passenger vessels transporting more than 12 passengers; and
- b) Oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 GT or more.

Applicable with effect from 1 July 2002 to shipments on board all other cargo ships and mobile offshore drilling units of 500 GT or more.

In no case shall this insurance cover the assured's legal liability for loss of or damage to Goods 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 Goods 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; or
- b) That a current Document of Group of Compliance was not held by her owners or operators,

as required under the SOLAS Convention 1974 as amended.

The ISM Code means the International Safety Management Code incorporated into the International Convention for the Safety of Life at Sea 1974 (SOLAS).

#### **9. Freight Liability ISPS Endorsement**

In no case shall this insurance cover the Assured's legal liability for loss of or damage to Goods carried by a vessel that does not hold a valid International Ship Security Certificate as required under the International Ship and Port Facility Security (ISPS) Code when, at the time of loading of the Goods on board the vessel, the Assured were aware, or in the ordinary course of business 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.

#### **10. Household, commercial and industrial Removals**

Excluding liability for household and/or commercial and/or industrial removals.

#### **11. Mechanical Electrical Derangement**

Excluding loss of or damage caused by mechanical or electrical derangement unless caused by external means.



**12. Radioactive Contamination, Chemical, Biological, Bio-chemical, Electromagnetic Weapons Clause**

Excluding loss damage liability or expense directly or indirectly caused by or contributed to by or arising from;

- a) Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel,
- b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof,
- c) Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter,
- d) 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.
- e) Any chemical, biological, bio-chemical, or electromagnetic weapon.

**13. Sonic Boom**

Excluding loss of or damage to Goods caused by pressure waves created by aircraft or other aerial devices travelling at sonic or supersonic speeds.

**14. Territories**

This policy does not cover liability for transits to and/or from and/or via the following countries unless specified in the Policy schedule;

Abkhazia, Afghanistan, Angola, Armenia, Azerbaijan, Belarus, Burundi, Cambodia, Colombia, DR Congo (formerly Zaire), Eritrea, Ethiopia, Georgia, Guinea-Bissau, Haiti, Iran, Iraq, Kazakhstan, Laos, Lebanon, Liberia, FYR Macedonia, Malawi, Republic of Moldova, Nigeria, North Korea, Paraguay, Russian Federation, Rwanda, Sierra Leone, Somalia, Sudan, Syrian Arab Republic, Tajikistan, Uganda, Ukraine, Uzbekistan, Yemen.

**15. War, Terrorism and Political Risks**

Excluding loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, riot, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- b) Nationalisation, confiscation, requisition, seizure, damage or destruction by order of any Government or Public or Local Authority,
- c) Any act of terrorism.

For the purpose of this clause an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear,

- d) Any action taken in controlling, preventing, suppressing or in any way relating to a), b), and/or c) above.

If Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured. In the event any part of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**16. Sanction Limitation and Exclusion Clause (JC2010/014)**

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.

## General Conditions

The following general conditions apply to this policy.

- Acquired Companies Clause
- Authorisation
- Policyfast Ltd
- Cancellation Rights
- Co-Assured and/or Third Party Interests Clause
- Complaints Procedure
- Data Protection Act 1998
- Duration of Contract
- Financial Services Compensation Scheme
- Law and Jurisdiction
- Marine Insurance Act Clause
- Non Contribution Clause
- Policy Availability
- Premium Adjustment and Declarations Clause
- War and Strikes Rates Variation
- Several Liability Notice

### Acquired Companies Clause

The assured named in the schedule includes any company, subsidiary company or firm, formed, purchased or otherwise acquired by the assured during the Period of Insurance, provided that the Assured:

- Advise Underwriters of their interest in the company or firm within thirty (30) days from the date of signing the purchase contract or date of formation.
- Hold a controlling interest in the company or firm or have agreed to accept responsibility for insurance.
- Declare to Underwriters the turnover or value of sendings, type of goods to be insured, pass loss history, and then agree to any additional conditions and pay any additional Premium required by Underwriters.

### Alteration of Risk

Any material change in the circumstances or nature of the risk covered by this insurance must be notified to Underwriters immediately.

If the Assured fails to comply, then no claim arising after the change will be payable, unless Underwriters have otherwise agreed in writing.

### Authorisation

The assured agree that Underwriters may give to and obtain from any other insurers, insurance reference bureaux and Credit Reporting Agencies: Insurance claims information; and Information relating to the assured's Credit or insurance history.

### Policyfast Ltd

Policyfast Ltd underwrites this insurance on behalf of Beazley Syndicates 2623/623 at Lloyd's. Policyfast Ltd is authorised and regulated by the Financial Conduct Authority.

### Cancellation Rights

You may cancel your insurance at any time by giving 30 days notice in writing to us.

We may cancel your insurance policy by sending you 30 days notice by registered post to your correspondence address shown in the schedule. If either you or we want to cancel this policy, the following notice periods apply:

Marine &/or Transit &/or Storage &/or Similar Risks	30 days
War Risks	7 Days
Strikes Risks	7 Days
But strikes in respect of shipments &/or sending to/or from USA	48 Hours

Notice shall commence from midnight of the day it was issued. Cancellation shall not apply to any risks that have attached in accordance with the cover granted under this policy before cancellation becomes effective.

### Co-Assured and/or Third Party Interests Clause

The interests of any Co-Assured and/or Third party (e.g. financier or lessor) are only protected under this Policy where the Assured have informed Underwriters and Co-Assured and/or Third party are noted in the schedule.

## Complaints Procedure

We aim to provide a first class service to all our Policyholders, however occasionally an enquiry or a complaint may arise which will usually be resolved quickly and efficiently to our Policyholders' satisfaction.

If you have an enquiry or cause to make a complaint regarding your policy please contact us at the following address:

Operations Manager  
Policyfast Limited  
Unit 5 Vantage Park  
Washingley Road  
Huntingdon  
PE29 6SR

We take all complaints seriously and will handle any complaint that You make promptly and fairly. If You make a complaint, we will acknowledge it promptly and explain how We will handle your complaint, tell You what You need to do, and inform You of how Your complaint is progressing. We will record and consider Your comments to ensure that We continue to improve the service that We offer.

It would help Us to process Your complaint quickly and fairly if You inform Us of Your Policy number and provide Us with the full details of Your complaint as well as any steps that You would like Us to take to remedy it.

In the event that You remain dissatisfied and wish to make a complaint, it may be possible in certain circumstances for you to refer the matter to the Policyholder and Market Assistance team at Lloyd's. Their address is:

Complaints  
Fidentia House  
Walter Burke Way  
Chatham Maritime  
Chatham  
Kent  
ME4 4RN

If you would prefer to contact them by telephone, facsimile or e-mail, please get in contact by calling +44 (0) 20 7327 5693 or by facsimile +44 (0) 20 7327 5225, 0900-1700 hours, Monday to Friday or e-mail [complaints@lloyds.com](mailto:complaints@lloyds.com).

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How we can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address. If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman service".

## Data Protection Act 1998

1. Beazley Marine UK acting as an agent on behalf of Syndicates 2623/623 collects Personal Data, which may include Sensitive Personal Data from communications with its policyholders including in particular in connection with claims under insurance policies. Beazley Marine UK acting as an agent on behalf of Syndicates 2623/623 acts as a Data Controller for all Personal Data it obtains from its customers and prospective customers and complies with its obligations under the Data Protection Act 1998.
2. Beazley Marine UK acting as an agent on behalf of Syndicates 2623/623 may disclose the Personal Data it obtains from policyholders to other members of the Beazley Group in connection with the provision of products and services offered by the Beazley Group and may also disclose the Personal Data to Beazley Group's subcontractors, service providers and agents in connection with the provision of goods and services to the Beazley Group and its customers.
3. In order to prevent and detect fraud Beazley Marine UK acting as an agent on behalf of Syndicates 2623/623 may at any time share information about you with other organisations and public bodies including the police, undertake credit searches and additional fraud searches, and check and/

or file your details with fraud prevention agencies and databases, and if you give Beazley Marine UK acting as an agent on behalf of Syndicates 2623/623 false or inaccurate information and Beazley Marine UK acting as an agent on behalf of Syndicates 2623/623 suspects fraud, Beazley Marine UK acting as an agent on behalf of Syndicates 2623/623 will record this.

Beazley Marine UK acting as an agent on behalf of Syndicates 2623/623 and other organisations may also search these agencies and databases to:

- a) Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
  - b) Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
  - c) Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity; and Beazley Marine UK acting as an agent on behalf of Syndicates 2623/623 can supply on request further details of the databases Beazley accesses or contributes to.
4. The recipients of Personal Data from Beazley Marine UK acting as an agent on behalf of Syndicates 2623/623 may be located outside the European Economic Area in countries which do not have the same level of legal protection of Personal Data as the European Union, and where Beazley Marine UK acting as an agent on behalf of Syndicates 2623/623 provides Personal Data to parties in such countries it will have in place agreements under which the recipient agrees to protect the Personal Data to standards which are acceptable to Beazley Marine UK acting as an agent on behalf of Syndicates 2623/623.

5. Where a person provides Beazley Marine UK acting as an agent on behalf of Syndicates 2623/623 or Policyfast with Personal Data (including Sensitive Personal Data) about any other individual, he or she warrants that they have full rights to disclose the Personal Data to Beazley Marine UK acting as an agent on behalf of Syndicates 2623/623 or Policyfast to use for the purposes for which it is disclosed.
6. For the purposes of this clause the following terms shall have the meanings set out below, which are the meanings given to them in the Data Protection Act 1998:  
"Personal Data" means data which relate to a living individual who can be identified:
  - a) From those data, or
  - b) From those data and other information which is in the possession of, or is likely to come into the possession of, the Data Controller,  
and includes any expression of opinion about the individual and any indication of the intentions of the Data Controller or any other person in respect of the individual;  
"Data Controller" means a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any Personal Data are, or are to be, processed.

#### **Duration of Contract**

Insurance contracts normally run for a period of 12 months unless we have agreed a different period. This will be confirmed in your policy schedule. Please speak to us if you require a different period. We strongly urge our customers to review their contract each year to ensure they have adequate cover in place.

#### **Duty of Disclosure**

Before the Assured enter into a contract of insurance with Underwriters, they have a legal duty to disclose to Underwriters every matter that they know or could reasonably be expected to know which is relevant to Underwriters' decision to accept the risk of insurance and on what terms.

The Assured has the same duty of disclosure before they renew, vary, extend or reinstate a contract of insurance.

The Assured's duty does not require them to disclose a matter:

- that diminishes the risk accepted by Underwriters
- that is of common knowledge
- that Underwriters know, or in the ordinary course of business, should know.

### **Financial Services Compensation Scheme**

Lloyd's insurers are covered by the Financial Services Compensation Scheme. The Assured may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to the Assured under this contract.

If the Assured were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further Information about the Scheme is available from the Financial Services Compensation Scheme 10th Floor, Beaufort House 15 St Botolph Street, London, EC3A 7QU and on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

### **Law and Jurisdiction**

Unless some other law is agreed in writing, this policy is subject to English Law, and to the exclusive jurisdiction of the English courts.

### **Marine Insurance Act Clause**

All the terms, conditions, warranties and other matters contained within the Marine Insurance Act 1906 apply to this policy. A copy of this Act can be provided upon request.

### **Non Contribution Clause**

This insurance does not cover any loss or damage which at the time of happening of such loss or damage is insured by or would but for the existence of this policy, be insured by any other existing insurance policies, except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

### **Non-disclosure**

If the Assured fail to comply with their duty of disclosure Underwriters have the option of voiding the Policy from its' inception.

### **Policy Availability**

If, at any stage, the assured, would like to receive a further copy of the policy, please contact the Insurance Broker concerned at their usual address.

### **Premium Adjustment and Declarations Clause**

The premium payable under this policy is based upon the estimated amount of shipments or sales provided by the assured for the period of insurance. Unless otherwise agreed, the assured must advise insurers within 3 months from the expiry of each period of insurance of the actual amount of shipments or sales, which should include the actual value of the subject matter insured for which insurers were at risk.

For this reason the assured are required to keep accurate records of such shipments or sales and to provide insurers with an audited copy of these records if required by insurers. If insurers request an audited copy of these records and this is not available, then insurers may appoint an auditor. Insurers shall pay for the cost of the audit and in such circumstances where the audit reveals a substantial difference to those originally supplied by the assured; the cost of any audit will be borne by the assured.

### **Reasonable Care**

It is a condition precedent to Underwriters liability that the Assured shall act with reasonable care at all times and shall:

1. obtain and retain satisfactory written references from reliable sources and a passport style photograph for all personnel employed by the Assured,
2. only engage subcontractors and/or drivers supplied by agencies where written terms and conditions outlining the responsibilities and liability of all parties have been signed and agreed. A copy of the terms and conditions should be made available to Underwriters on request,

3. take reasonable precautions in securing loads, maintaining Vehicles owned and operated by the Assured in accordance with current legal requirements and ensuring any Vehicle is suitable for the purpose intended. The onus of proving that the exact requirements of this clause have been complied with shall rest with the Assured.

### **Underwriters' Agreement**

Underwriters agree to provide the Assured with the insurance as described in this Policy for the Period stated in the schedule and for any subsequent Period of Insurance where renewal may be agreed, and in return the Assured agree to pay Underwriters the Premium by the dates advised to them.

### **War and Strikes Rates Variation**

If insurers amend the War and Strikes rates then insurers will give 7 days notice (48 hours for strikes rates on shipments to or from the USA) of the amendment in accordance with the Institute War Cancellation Clause (Cargo).

The amended rate shall apply from the end of the period of notice which begins at midnight of the day that the notice is issued by insurers. It will not apply to insured voyages where the cover under this policy has attached before the amended rate applies.

Insurers' rights to cancel cover for War and Strikes are not prejudiced by the prepayment of War and Strikes Premium.

### **Several Liability Notice**

The liability of the Insurers is several and not joint and is limited solely to the extent of their individual proportions as shown in the Endorsement entitled Identity of Insurers. The Insurers are not responsible for the subscription of any cosubscribing insurers or any other insurer or coinsurer who for any reason does not satisfy all or part of its obligations.

## **How to Claim**

### **Claims Contact Details:**

In the event of a claim, or incident likely to give rise to a claim please immediately contact our specialist marine cargo claims team, quoting your policy number.

### **Contact details as follows:**

Peter Philpott  
Marine Claims Adjuster  
Tel: +44 (0)20 7674 7050  
Email: peter.philpott@beazley.com

Chris Bassett  
Marine Claims Adjuster  
Tel: +44 (0)207 674 7179  
Email: chris.bassett@beazley.com

Address:  
Beazley  
Plantation Place  
60 Great Tower Street  
London  
EC3R 5AD  
Tel: +44 (0)20 7674 7000  
Fax: +44 (0)20 7674 7103

### **Claims Payable**

All claims are payable by Insurers from London. This means that Insurers will make payment in the currency of the policy into your nominated UK Bank Account.

### **Your obligations in the event of a claim**

**IF YOU DO NOT COMPLY WITH YOUR OBLIGATIONS, WE MAY BE DISCHARGED FROM LIABILITY UNDER THIS POLICY. THIS MEANS THAT YOU MAY NOT BE COVERED FOR ANY LOSS**

### **You must adhere to the following procedure.**

In the event of a loss covered by the policy, you must act sensibly, as if your loss was not covered by insurance. You must act to minimise the loss and/or damage to the goods and to protect any recovery rights that may be available.

In the event of any happening or event likely to give rise to a claim under this policy, you must ensure that we are informed about the event as soon as possible but in any event within seven

(7) working days from discovery. You must also give notice in writing as soon as reasonably practicable. This notice should be given, with full particulars, to your broker or to Peter Philpott or Chris Bassett (whose details are given above); and/or if You are overseas, to the nearest Lloyd's Agent. Details of Your nearest Lloyd's Agent can be found online at:

<https://www.lloydsagency.com/agency>

#### **You must then take the following steps:**

1. Submit as soon as possible all written particulars, supporting documentation and correspondence regarding the event including invoices, statements or other documents evidencing the amount being claimed. For further information on this obligation, see "Documentation of Claims" below.
2. Take reasonable measures to avoid or minimise any loss, damage or expense. Insurers will pay the costs of such measures provided that they are both reasonable and necessary.
3. Properly preserve and exercise all rights against carriers, bailees or other third parties, specifically:
  - a) Do not release those parties from liability.
  - b) You must not admit, or promise payment to anyone without our written consent.
  - c) Deliver to the parties responsible a notice of intention to claim within 3 days of delivery.
  - d) Do not give clean receipts where the subject matter insured is in doubtful condition except under written protest.
  - e) If a consignment is delivered damaged or with subject matter insured missing mark the delivery note accordingly.
  - f) Where delivery is made by container, ensure that the seals are examined immediately by a responsible official.
  - g) If any package is delivered damaged, e.g. torn, wet damaged, note the delivery note accordingly and retain all packaging for subsequent inspection. If possible take photos of the damaged package(s) to assist with your claim.

- h) If a container is delivered damaged or with seals broken or missing or with seals other than stated in the shipping documentation, mark the delivery note accordingly and retain the seals for subsequent identification.
  - i) Upon discovery of any loss or damage, apply immediately for surveys by the carriers or other bailees to be conducted within 3 days of delivery.
4. Inform the police as soon as possible after a theft has occurred.
5. In the event of a general average or salvage contribution arising under this policy, consult insurers or insurers' nominated settling agent before signing any general average or salvage bond.

#### **Fraudulent Claims**

If any claim is fraudulent or false or intentionally exaggerated (whether ultimately material or not) in any respect, insurers may refuse to pay the whole or part of the claim to the extent permitted by law, and also may be entitled to void or cancel the policy.

#### **Documentation of claims**

To enable claims to be dealt with promptly and to avoid prejudicing your claim under the policy, you are required to submit all available supporting documents to insurers or the nominated Lloyd's Agent and/or appointed Lloyd's Agent without delay, including when applicable:

1. Original certificate of insurance
2. Original or copy shipping invoices, together with shipping specification and/or weight notes, indicating quantity and value
3. Original bill of lading and/or other contract of carriage
4. Any survey report or other documentary evidence to show the extent of the loss or damage and/or landing account and weight notes at final destination
5. Correspondence exchanged with the carriers and other parties regarding their liability for the loss or damage.

**Subrogation Clause**

When Underwriters settle a claim, they may pursue recovery rights against a carrier or third party who caused the loss or damage to the Goods. The Assured agree that:

- Underwriters may act in the Assured's name in such recovery action; and
- The Assured will give Underwriters reasonable assistance with such actions; and
- Underwriters retain full discretion in the conduct of any proceedings or in the settlement of any claim.

**Waiver Clause**

Measures taken by the Assured or Underwriters with the object of saving, protecting or recovering the Goods shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

**Waiver of Rights Clause**

Where another person(s) is liable to compensate the Assured for any loss or damage covered by this Policy but the Assured have previously agreed not to seek recovery from that person(s), then Underwriters will reduce their liability under the Policy contract.





Underwritten by

