

Transit Cargo

Summary of Cover

Key Covers, Features and Exceptions

Your policy includes the following key covers, features and exceptions, which are set out in full in your policy documentation. This is a summary of the policy and does not contain the full terms and conditions of the cover, which can be found in the policy wording. It is important that you read the policy wording carefully when you receive it.

The Underwriters

This policy is administered and underwritten by Victor Insurance, a trading name of Marsh Ltd, on behalf of the following Insurers (referred to collectively as the ‘Underwriters’), in accordance with the authority granted under:

Binding Authority Agreement Number / UMR	Section	Underwriter	Proportion
as detailed in “The Underwriters” section of your schedule	All Sections	<p>CNA Insurance Company Limited Registered in England no 950</p> <p>Registered Office: 20 Fenchurch Street, London, EC3M 3BY</p> <p>Member of the Association of British Insurers CNA Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (number 202777)</p>	100%

The subscribing Underwriters’ obligations under Contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

The policy wording applicable is: Transit Cargo – Policy Wording v7 01 08 2023 which is available to download at: <http://www.victorinsurance.co.uk/policy-wordings>

Making a Claim

Procedure In The Event Of Loss or Damage For Which Insurers May Be Liable

Liability of Carriers, Bailees or Other Third Parties

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

To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.

In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.

When delivery is made by container, to ensure that the container and its seals are examined immediately by their responsible official. If the container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.

To apply immediately for survey by Carriers' or other Bailees' Representative if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.

To give notice in writing to the Carriers or other Bailees within three days of delivery if the loss or damage was not apparent at the time of taking delivery.

Who to contact

In the event of loss or damage which may involve a claim under this policy, immediate notice of such loss or damage should be given to the Office below or Agent nominated in the certificate of insurance.

Aaron McLean
Marine Claims Manager
CNA Insurance Company Limited
7th Floor
1 New York Street
Manchester
M1 4HD
United Kingdom
Telephone: +44 (0)161 242 4450
Facsimile: +44 (0)161 242 4411
Email: claimsukmarine@cnaeurope.com

Including when applicable:-

- Original policy or certificate of insurance.
- Original or copy shipping invoices, together with shipping specification and/or weight notes.
- Original Bill of Lading and/or other documentation evidencing the contract of carriage.
- Survey report or other documentary evidence to show the extent of the loss or damage.
- Landing account and weight notes at final destination.
- Correspondence exchanged with the carriers and other parties regarding their liability for the loss or damage.

For out of office hours:

Victor Claims Collyers
 5 Maidenbower Business Park
 Balcombe Road
 Crawley
 West Sussex
 RH10 7NN
 Tel: 0844 8017300
 Fax: 01293 880060
 Email: victorclaims@collyers.com

Please note

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

What is the type of Insurance?
Marine & Cargo

Where am I covered?
✓ Worldwide subject to excluded territories

What is insured?
✓ Coverage for physical loss of or damage to cargo during the ordinary course of transit
✓ Warehouse to Warehouse extension
✓ Cover for returned goods
✓ Cover for concealed damage
✓ Debris removal cover
✓ Buyers and sellers contingent interest cover for situations where the terms of sale dictate that you are not responsible for the insurance of the cargo
✓ Replacement by air
✓ Forwarding charges coverage
✓ Optional cover - Cover for the journeys to, from and whilst at exhibition sites
✓ Optional cover - Sales representatives samples
✓ Optional cover - Engineers Tools
What is not insured?
✗ Loss, damage or expense caused by wilful misconduct
✗ Ordinary leakage, loss of weight or wear and tear
✗ Insufficiency of packing or protection
✗ Inherent vice of the cargo
✗ Loss, damage or expense caused by delay
✗ Unseaworthiness of the carrying vessel where you are aware of same
✗ The policy may contain further exclusions designed to limit cover in respect of non-fortuitous losses. These may include rusting, oxidisation and discolouration of goods not packed in fully enclosed crates or cartons, or electrical and mechanical derangement of goods

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

✘ The following territories are excluded unless specially declared and accepted by Insurers in writing prior to shipment:

Afghanistan, Angola, Belarus, Burundi, Central African Republic, Democratic Republic of Congo (DRC), Cote d'Ivoire (Ivory coast), Crimea, Cuba, Eritrea, Ethiopia, Guinea-Bissau, Haiti, Iran, Iraq, Kyrgyzstan, Lebanon, Liberia, Libya, Mali, Moldova, Myanmar (Burma), Nicaragua, Nigeria, North Korea, Republic of Guinea, Russia, Rwanda, Serbia, Sierra Leone, Somalia, South Sudan, Sudan, Syria, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, Venezuela, Yemen, Zimbabwe, and any other country where their local legislation decrees insurance must be effected locally.

General Conditions

What are my obligations?

- The policy will clearly state what types of cargo and goods are covered, what parts of the world they are covered in and what monetary limit they are covered up to. It is important that you contact your insurance broker, or us, as soon as you are aware of a shipment which falls outside the scope of this cover and which have not been agreed by Underwriters prior to the shipment commencing transit.
- You must have an insurable interest in the cargo at the time of loss
- The contract shall be based on the principle of utmost good faith as outlined in the Insurance Act 2015
- You must declare all shipments which fall within the scope of the policy (either individually or annually as agreed) for underwriting and premium payment purposes
- There must be a premium consideration for the risk and premium must be paid within the credit terms agreed
- All losses which might give rise to a claim must be advised to CNA Hardy or your broker as soon as you become aware of them
- It is the duty of the Insured to act at all times as a prudent uninsured party, and to act to minimise any losses, including putting any carriers or other bailees on notice in order to protect our rights of recovery against them after CNA Hardy has paid the claim

What are Institute clauses?

- These clauses are to specify what items in the cargo are covered should there be damage or loss to the shipment. The clauses are standard and as such appear within the policy wording. The policy documents will identify which institute clauses are operative.

When and how do I pay?

Premium is payable in full by the insured to the insurer in accordance with the settlement due date or by instalment as agreed

When does the cover start and end?

The policy has a 12 month term and is renewable annually

How do I cancel the contract?

The Policy may be cancelled by either Insurers or the Assured giving thirty days' notice in writing to take effect from midnight of the day notice of cancellation is issued, but such cancellation shall not prejudice any risk or risks which shall have already attached.
Please read the policy wording for further rights of cancellation.

How to make a complaint

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. In the event that you remain dissatisfied and wish to make a complaint, you can do so by writing to:

Country Manager, UK, Victor Insurance, Tower Place East, London, EC3R 5BU
Email: insurance.complaints@victorinsurance.co.uk

If appropriate your complaint may ultimately be handled by the Insurer or a third party acting on the Insurers' behalf. If this is the case we will notify you upon receipt of your complaint. Making a complaint does not affect your right to take legal action.

If you are not happy with the outcome of your complaint, you may have the right to ask the Financial Ombudsman Service (FOS) to review your case. You will need to contact them within six months of the date of our final decision letter.

You can also ask the Ombudsman to review your case if we have not provided you with a final decision within eight weeks of receiving your complaint.

The Ombudsman can help with most complaints if you are:

- A consumer;
- A micro enterprise employing fewer than ten persons that has an annual turnover and/or balance sheet total that does not exceed €2 million*;
- A charity which has an annual income of less than £6.5 million*;
- A trustee of a trust which has a net asset value of less than £5 million*;
- (in relation to consumer buy-to-let business) a buy-to-let consumer;
- A small business (which is not a micro enterprise) which has an annual turnover of less than £6.5 million and (i) employs fewer than 50 persons or (ii) has a balance sheet total of less than £5 million*;
- A guarantor

* at the time you refer your complaint

If you are unsure whether the ombudsman will consider your complaint, or for more information, please contact the Ombudsman directly on 0800 023 4567 or visit the FOS website at www.financial-ombudsman.org.uk

The address of the Ombudsman is: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Financial Services Compensation Scheme

Victor Insurance underwrites on behalf of a select group of insurers who are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the Scheme if they are unable to meet their obligations to you under this contract of insurance. Further information

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about the Scheme is available at www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Law and Jurisdiction

The parties are free to choose the law applicable to this policy. Unless specifically agreed to the contrary, this policy shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

Privacy Notice

A copy of the Victor Insurance up to date Privacy Notice can be viewed using the following link:
<https://www.marsh.com/uk/privacy-notice.html>

Sanctions

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.