



Complete Cargo policy wording



Chartered

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Thank you for choosing Allianz Insurance plc. We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Insurance plc, you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you. You can trust us to insure your business, as we've been providing leading insurance solutions in the UK for over 100 years.

We work in partnership with your insurance adviser to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs we will provide you with the most appropriate solutions to get your business trading again as quickly as possible.

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IMPORTANT
Should you need further details or have any questions your insurance adviser will be delighted to help.

This document provides details of your Policy and the terms and conditions that apply. Please read it carefully and keep it in a safe place.

Introduction

Your Complete Cargo Policy is made up of several parts which must be read together as they form your contract of insurance with the Insurer. Please take time to read all parts of the Policy to make sure they meet and continue to meet your needs and that you understand the terms, exclusions and conditions. If you wish to change anything or if there is anything you do not understand, please let your insurance adviser know.

The parts of the Policy are:

- the Statement of Fact
- the Schedule, which confirms the Sections of cover that are insured and includes any additional clauses applied to the Policy
- this Policy Wording which contains
 - this Introduction; the Insuring Clause; the Policy Definitions, the Policy Exclusions and the Policy Conditions, all of which apply to all Sections of the Policy
 - the Sections of cover provided, including the Section Definitions, Extensions, Conditions and Exclusions

Any Section stated to be 'Not Insured' in the Schedule shall be inoperative.

Any word or expression in the Policy which has a specific meaning has the same meaning wherever it appears in the Policy, unless stated otherwise.

Changes to your circumstances

Please tell your insurance adviser as soon as reasonably possible if there are any changes to your circumstances which could affect your insurance.

Please refer to Policy Condition 16 on page 11 of this Policy Wording.

If your circumstances change and you do not tell your insurance adviser, you may find that you are not covered if you need to claim.

Financial Services Compensation Scheme

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

The Insured may be entitled to compensation from the FSCS if the Insurer is unable to meet their liabilities. Further information about compensation scheme arrangements is available at [fscs.org.uk](https://www.fscs.org.uk), by emailing enquiries@fscs.org.uk or by phoning the FSCS on **0800 678 1100** or **0207 741 4100**.

How to Make a Claim

If you need to claim, your dedicated claims handler will help and guide you through the process.

Please note your claim details will be passed to Allianz Global Corporate and Specialty which is within the Allianz SE group of companies (“Allianz”) who are cargo claims specialists.

You can notify Allianz of a claim by:

Telephone: **0330 102 8608**

Our claims helpline is available 24 hours a day, 7 days a week.

Please try to notify Allianz of a claim promptly after the incident, or immediately in the event of a serious loss or damage.

Email: marineclaims@allianz.co.uk

Post: Allianz Global Corporate and Specialty
Marine Claims
60 Gracechurch Street
London
EC3V 0HR

Claims Details

Please have the following information available, where possible, when making a claim:

- Your contact information, including address and telephone numbers
- Policy type and policy number
- Date the loss occurred
- Location and description of the loss

What to expect when making a claim

We aim to deal with your claim promptly and fairly. We will update you on the progress of your claim by email, mail or by phone – whichever you prefer.

Depending on the type of claim and value involved, we may:

- forward a claim form for you to complete and sign
- ask you for additional information
- appoint an independent Loss Adjuster to deal with your claim
- arrange for a member of our claims team to visit you

Following a claim

After a claim, it may be helpful for you to review your insurance risks and how well your business is managing them. Allianz Risk Management allows you to identify and manage the risks that are most pertinent to your business. The range of tools and templates available online make risk management quick and easy. Allianz Risk Management can be accessed at allianz.co.uk/risk-management.

Complaints Procedure

Our aim is to get it right, first time every time. If you have a complaint we will try to resolve it straight away but if we are unable to we will confirm we have received your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

If we have not resolved the situation within eight weeks we will issue you with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

If you have a complaint, please contact our Customer Satisfaction Manager at:

Customer Satisfaction Manager
Allianz Insurance plc
57 Ladymead
Guildford
Surrey
GU1 1DB

Telephone number: **01483 552438**
Fax Number: **01483 790538**
Email: accsm@allianz.co.uk

You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: financial-ombudsman.org.uk
Telephone: **0800 023 4567** or **0300 123 9123**
Email: complaint.info@financial-ombudsman.org.uk

Using our complaints procedure or contacting the FOS does not affect your legal rights.

Insuring Clause

In consideration of payment of the premium the Insurer will indemnify or otherwise compensate the Insured against loss, destruction, damage, injury, liability or dispute (as described in and subject to the terms, conditions, limits and exclusions of this Policy or any Section of it) occurring or arising in connection with the Business during the Period of Insurance or any subsequent period for which the Insurer agrees to accept a renewal premium.

For Allianz Insurance plc

A handwritten signature in black ink, appearing to read 'SMG', with a horizontal line extending to the right.

Simon McGinn
Chief Executive Allianz Commercial

Policy Definitions

The following definitions apply to this Policy (unless amended by Section Definitions) and are denoted by a capital first letter throughout this Policy.

Basis of Valuation

The method of establishing the agreed value of the Goods and upon which the Insured should calculate the values declared to this Policy to make sure they are fully insured

Business

Business description stated in the Schedule

Container

Any standardised re-sealable transportation box for unitised freight handling with standardised equipment including ISO containers and tank containers

Conveyance

Any means of transportation whether by land, sea or air

Damage

Physical loss of or damage to Goods

Domestic Transits

Any transit commencing and terminating within Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands

Employee

- 1 any person under a contract of service or apprenticeship with the Insured
- 2 any of the following persons whilst working for the Insured in connection with the Business
 - a any labour master or labour only subcontractor or person supplied by him
 - b any self-employed person providing labour only
 - c any trainee or person undergoing work experience
 - d any voluntary helper
 - e any person who is borrowed by or hired to the Insured

Event

Any one occurrence or series of occurrences arising from one originating cause

Excess

First part of each and every claim, for which the Insured is responsible, specified in the Schedule

Exports

Any Insured Transit commencing within and terminating outside Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands

Geographical Limits

Shipment of Goods to or from anywhere in the world to or from or within Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands as specified in the Schedule

Goods

The subject matter insured as described in the Schedule

- which are owned by the Insured and/or
- for which the Insured:
 - a is responsible for and/or
 - b have an insurable interest under the terms of sale and/or
 - c have received instructions to insure prior to any Damage occurring

Hi-Tech Equipment

Laptops, tablets, MP3 players, games, satnav's, mobile phones, smartphones, e-readers, cameras and similar consumer electronic devices, microchips, microprocessors, memory chips, central processing units or other components of a similar nature when not contained within fully assembled units

Imports

Any Insured Transit commencing outside of and terminating within Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands

Policy Definitions (continued)

Insured

The insured named and shown in the Schedule

Insured Transits

Any transit commencing during the Period of Insurance excluding shipments where the Insurer would be prohibited from providing such cover under any sanctions or similar legislation, regulation or restrictions

Insurer

Allianz Insurance plc

ISM Code

The International Safety Management Code for the Safe Operation of Ships and Pollution Prevention

ISPS Code

The International Ship and Port Facility Security Code

Limit of Liability

The maximum amount the Insurer will pay to the Insured for any claim or series of claims arising from one Event

Period of Insurance

The period from the Effective Date to the Renewal Date or End Date as shown in the Schedule

Policy

The contract of insurance made up of the documents as described in the Introduction

Postal Sendings

Goods despatched by package or parcel by non-courier postal services

Process

Any process of production, manufacture, fabrication, assembly or dis-assembly

Schedule

Part of this Policy that details information forming part of this contract and that shows the operative Sections of this Policy

Section/Sections

Parts of this Policy that detail the insurance cover provided for each individual section of this Policy

Storage

Goods stored outside their ordinary course of transit

Terrorism

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 put the public or any section of the public in fear

Unattended

Where neither the Insured nor any Employee have the Goods (or Conveyance on which the Goods are loaded) under constant observation and at the same time have a reasonable prospect of preventing unauthorised interference with the Goods and/or Conveyance

Vehicle

Any motor vehicle, motor vehicle and attached trailer or detached trailer owned or operated by the Insured and/or any Employee

War Risks

Any:

- war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom
- hostile act by or against a belligerent power
- capture, seizure, arrest, restraint or detainment arising from the above
- derelict mines, torpedoes, bombs or other derelict weapons of war

Policy Conditions

Applicable unless stated to the contrary under the conditions in the Sections

1 Conditions Precedent to Liability

If the Insured does not comply with any part of any condition which makes payment of a claim conditional upon compliance with it (a condition precedent), the Insurer will not pay for any claim, except that where the condition concerned:

- a** operates only in connection with particular premises or locations, the Insurer will pay for claims arising out of an event occurring at other premises or locations which are not specified in the condition;
- b** operates only at particular times, the Insurer will pay for any claim where the Insured shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred;
- c** would, if complied with, tend to reduce particular types of injury, loss, damage or, as the context may require liability, the Insurer will pay for any claim where the Insured shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred.

2 Fair Presentation of the Risk

- a** The Insured must make a fair presentation of the risk to the Insurer at inception, renewal and variation of the Policy.
- b** The Insurer may avoid the Policy and refuse to pay any claims where any failure to make a fair presentation is:
 - i** deliberate or reckless; or
 - ii** of such other nature that, if the Insured had made a fair presentation, the Insurer would not have issued the Policy.

The Insurer will return the premium paid by the Insured unless the failure to make a fair presentation is deliberate or reckless.

- c** If the Insurer would have issued the Policy on different terms had the Insured made a fair presentation, the Insurer will not avoid the Policy (except where the failure is deliberate or reckless) but the Insurer may instead:
 - i** reduce proportionately the amount paid or payable on any claim, the proportion for which the Insurer is liable being calculated by comparing the premium actually charged as a percentage of the premium which the Insurer would have charged had the Insured made a fair presentation;

and/or

- ii** treat the Policy as if it had included such additional terms (other than those requiring payment of premium) as the Insurer would have imposed had the Insured made a fair presentation.

For the purposes of this clause references to:

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

Policy Conditions (continued)

3 Reasonable Precautions

The Insured shall take all reasonable precautions and/or measures to prevent, minimise or mitigate any Damage that may give rise to a claim under this Policy.

4 Sanctions

The Insurer shall not be deemed to provide any cover and shall not be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the 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.

5 Claims – Action by the Insured

The Insured shall in the event of any Damage as a result of which a claim is or may be made under this Policy or any Section of it;

- a** notify the Insurer within 30 days, or with 7 days in the case of Damage by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons or theft, or such further time as the Insurer may allow
- b** notify the police as soon as it becomes evident that any Damage has been caused by theft or malicious damage or other crime involving the Goods
- c** not pay or offer to agree to pay any money, agree any compromise or make any admission of liability without the previous consent of the Insurer
- d** immediately hold liable any responsible carrier, bailee or other third party
- e** as soon as possible pass on to the Insurer all communications from third parties relating to a matter which might give rise to a claim under the Policy

- f** carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage. The Insurer will, in addition to any loss recoverable under this Policy, reimburse the Insured for any costs or expenses reasonably incurred in taking such actions and/or measures.
- g** furnish with all reasonable despatch at the Insured's expense
 - i** such further particulars and information as the Insurer may reasonably require
 - ii** if required, a statutory declaration of the truth of the claim
 - iii** details of any other insurances covering the subject matter of the claim under this Policy and any matters connected with it
- h** make available at the Insured's expense any documents required by the Insurer with regard to any letter of claim.

No claim under this Policy shall be payable unless the terms of this Policy Condition have been complied with and any payment on account of a claim already made shall be repaid to the Insurer.

6 Claims – The Rights of the Insurer

The Insurer has the right:

- a** to decide where and how damaged Goods will be repaired
- b** to commence or take over the conduct of any claim brought in the name of any persons, company or corporation whose Goods are covered under this Policy to recover sums which or which might be payable under the Policy
- c** to ask for and receive such assistance from any such persons as the Insurer may reasonably request for the purposes of exercising the Insurer's rights under this Policy including the exercise of rights in subrogation.

Policy Conditions (continued)

No Goods may be abandoned to the Insurer, whether taken possession of by the Insurer or not. In respect of Damage for which a claim is made, the Insurer and any person authorised by the Insurer may without incurring any liability or diminishing any of the Insurer's rights in respect of the cover under this Policy, enter Premises where such Damage has occurred, and take possession of or require to be delivered to the Insurer any Property Insured, and to deal with such Property for all reasonable purposes and in any reasonable manner.

The Insurer will not pay for any claim unless the terms of this Policy Condition have been complied with.

7 Claims – Procedure in the event of potential loss or Damage

It is the duty of the Insured or their agents in all cases to take reasonable measures to avert or minimise a loss and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised.

The Insured or their agent are required:

- a** to claim immediately against the carriers, port authorities or other bailees for any missing Goods
- b** in no circumstances, except under written protest, to give clean receipts where Goods are in doubtful condition
- c** when delivery is made by Container, ensure that the Container and seals are examined by a 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 document accordingly and to retain the defective or irregular seals for subsequent identification
- d** to apply immediately for survey by carriers or other bailees representatives if any Damage be apparent and to claim on the carriers or other bailees for any Damage found in such survey
- e** to give notice in writing to the carriers or bailees within 3 days of delivery of any Damage which was not apparent at the time of taking delivery

8 Claims – Documents to accompany a claim

The Insured is required to provide to the Insurer as soon as possible when making a claim copies of the following documents:

- a** packing list
- b** invoice
- c** original bill of lading or transit contract, or other documentation (i.e. CMR note, CIM note, Airway Bill, Consignment Note)
- d** delivery receipt
- e** claim against the carrier
- f** freight invoice
- g** repair estimate
- h** any relevant survey report in your possession or control

9 Cancellation

Insured's Cancellation Rights

The Insured has the right to immediately cancel the cover within 14 days of the commencement of cover or the receipt of Policy documentation, whichever is the later (this period is referred to as the "cooling off period").

The Insured should exercise this right by contacting their insurance adviser or by writing to the Allianz office which issued the Policy documentation.

If the Insured does exercise their right to cancel during the "cooling off period", and provided no claim has been made, or incident has arisen which is likely to give rise to a claim during the current Period of Insured, the Insured will be entitled to a return of premium calculated on a pro-rata basis, less and administration charge of £25 to cover operational costs. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments outstanding at the date of cancellation.

Policy Conditions (continued)

If the “cooling off period” has expired, the Insured may cancel the Policy during the Period of Insurance by giving 14 days’ notice in writing to their insurance adviser or the Allianz office which issued the Policy. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance the Insured will be entitled to a refund of the premium paid calculated on a pro-rated basis, less an administration charge of £25 to cover operational costs. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

In the event of cancellation the Insured must not issue any further marine cargo certificates with effect from the effective date of cancellation.

Insurer’s Cancellation Rights

In addition to the Insurer’s rights set out elsewhere in the Policy, including but not limited to Policy Condition 2 (Fair Presentation of the Risk) and Policy Condition 10 (Fraud), where there is a valid reason for doing so the Insurer may cancel this Policy at any time by giving the Insured at least 14 days’ notice in writing sent to the Insured’s last known address. The notice will set out the reason for cancellation.

Valid reasons for cancellation may include but are not limited to:

- a Non payment of premium (including if the premium for this Policy is paid by instalments and in the event that the Insured fails to pay one or more instalments whether in full or in part). In the event that a premium payment is missed the Insurer will write to the Insured notifying them that a payment has been missed and requesting payment by a specific date. If payment is not received by the Insurer by the specific date the Insurer will send a final letter to the Insured requesting payment by a final date which will be sent out in the final letter. If payment is not received by the final date the Insurer will cancel the Policy with immediate effect. The Insured will be notified in writing if the Policy is cancelled;
- b Continued failure by the Insured to comply with the terms and conditions of this Policy;
- c Failure by the Insured to allow the Insurer to complete a survey (where the Policy has been issued or renewed subject to a survey);
- d Failure by the Insured to adhere to, or implement, any risk improvement requirements or conditions required by the Insurer, including any changes required by any survey or claims adjusters report, within a reasonable period of time as advised by the Insurer;
- e Material change in the risk or the sums insured;
- f Failure by the Insured to co-operate with the Insurer or provide the Insurer with information or documentation reasonably required by the Insurer and the lack of cooperation by the Insured affects the Insurers ability to process a claim or defend the Insurers interests or make risk based underwriting decisions. In this case the Insurer will write to the Insured giving notice of cancellation of this Policy in the event that the Insured does not cooperate to provide the information or documentation reasonably required within a period of 14 days starting from the date provided in the letter; or
- g The Insured’s use of threatening, abusive or intimidating behaviour or inappropriate language or bullying of the Insurers staff or suppliers.

If the Insurer does cancel this Policy, provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance the Insured will be entitled to a proportionate return of the premium in respect of the unexpired Period of Insurance. The amount of premium refund payable will be reduced by all unpaid premiums or unpaid premium instalments due.

Policy Conditions (continued)

10 Fraud

If the Insured or anyone acting on the Insured's behalf:

- a** makes any false or fraudulent claim;
- b** makes any exaggerated claim;
- c** supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine); or
- d** makes a claim for Damage which the Insured or anyone acting on the Insured's behalf deliberately caused;

the Insurer will:

- i** refuse to pay the whole of the claim; and
- ii** recover from the Insured any sums that it has already paid in respect of the claim.

The Insurer may also notify the Insured that it will be treating the Policy as having terminated with effect from the date of the earliest of any of the acts set out in sub-clauses **a – d** above. In that event, the Insured will:

- a** have no cover under the Policy from the date of the termination; and
- b** not be entitled to any refund of premium.

11 Subrogation

Any claimant under this Policy shall, at the Insurer's request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured, before or after the Insurer makes any payment.

The Insurer agrees to waive any such rights to which the Insurer might become entitled by subrogation against any company standing in in the position of parent to subsidiary (or subsidiary to parent) to the Insured or against any company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time Damage occurs.

12 Waiver of subrogation

The Insured must not grant any waiver of subrogation or recourse to any third party without the Insurers prior written consent.

13 Law Applicable and Jurisdiction

Unless agreed otherwise by the Insurer:

- a** the language of the Policy and all communications relating to it will be English; and,
- b** all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts, which have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Policy.

14 Rights of Parties

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

15 Non Invalidation

This Policy shall not be invalidated by any act or omission or by any alteration unknown to or beyond the control of the Insured by which the risk of Damage is increased, provided that the Insured shall give notice to the Insurer (and pay an additional premium if required) immediately they become aware of such act, omission, alteration.

16 Change of Risk

The Insured must notify the Insurer as soon as possible if during the Period of Insurance there is any alteration:

- a** in or to the Business;
- b** in the insured Goods;
- c** to or at the Premises;
- d** to the facts or matters set out in the Statement of Fact or otherwise comprising the risk presentation made by the Insured to the Insurer at inception, renewal or variation of the Policy; which materially increases the risk of injury, loss, Damage or liability.

Policy Conditions (continued)

Upon being notified of any such alteration, the Insurer may, at its absolute discretion:

- a** continue to provide cover under this Policy on the same terms;
- b** restrict the cover provided under this Policy;
- c** impose additional terms;
- d** alter the premium;
- e** cancel the policy.

If the Insured fails to notify the Insurer of any material alteration of the risk, the Insurer may:

- a** treat the Policy as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired Period of Insurance, if the Insurer would have cancelled the Policy had it known of the increase in risk;
- b** treat the Policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as the Insurer would have applied had it known of the increase in risk;
- c** reduce proportionately the amount paid or payable on any claim, the proportion for which the Insurer is liable being calculated by comparing the premium actually charged as a percentage of the premium which the Insurer would have charged had it known of the increase in risk.

17 Other Insurances

If at the time of any Damage, any other insurance has been effected by or on behalf of the Insured covering any of the Goods damaged or other losses covered by this Policy, the Insurer's liability under this Policy shall be limited to the rateable proportion of such Damage as the Insurer would have had to pay if the other insurance policy was not subject to:

- a** any provision applying average or any similar provision which would reduce the amount payable on the claim to reflect under insurance; and
- b** any provision which excludes it from ranking concurrently with this Policy or any Section of it either in whole or in part or from contributing rateably.

18 Survey and Risk Improvement Condition

If this Policy has been issued or renewed subject to the Insurer completing a survey or surveys of the Premises or of any other location(s) as specified by the Insurer, then pending completion of such survey(s) cover is provided by the Insurer on the terms, conditions, provisions, exclusions and limits as specified in the Policy and in the Sections of the Policy.

In the event that a survey should show that a risk or any part of it is not satisfactory in the opinion of the Insurer, then the Insurer reserves the right to either

- a** alter the premium or terms and conditions of the cover, or
- b** suspend or cancel cover
 - i** from the date cover was incepted or renewed, or
 - ii** for any other period specified by the Insurer

It is a condition precedent to the liability of the Insurer that the Insured must comply with all survey risk improvements required by the Insurer within completion time scales specified by the Insurer. In the event that a risk improvement is not completed or risk improvement procedures are not introduced within the completion time scales specified by the Insurer, then the Insurer reserves the right to either

- 1** continue cover subject to alteration of the terms and conditions of such cover, or
- 2** suspend or cancel cover effective
 - a** from the date cover was incepted or renewed or
 - b** from the expiry of any time period specified by the Insurer for completion/introduction of the required survey risk improvements, or
 - c** for any other period specified by the Insurer

If the terms or conditions of cover are amended by the Insurer, then the Insured will have 14 days to accept or reject the revised basis of cover.

Policy Conditions (continued)

If the Insured elect to reject the revised basis of cover, then provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance the Insured will be entitled to a refund of the premium paid calculated on a pro-rata basis, less an administration charge of £25 to cover operational costs. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

If the Insurer exercises the right to suspend or cancel cover, then provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance the Insured will be entitled to a proportionate return of the premium in respect of such period that cover is suspended or for any period beyond the effective date from which cover is cancelled. The amount of premium refund payable will be reduced by all unpaid premiums or unpaid premium instalments due.

Except in so far as they are expressly varied by this condition, all of the terms, conditions, provisions, exclusions and limits of the Policy and of the Sections of the Policy shall continue to apply until the Insurer advises otherwise.

To the extent that this condition conflicts with any other cancellation condition, this condition shall prevail.

19 Branded Goods

Where Goods covered by this Policy bear permanent markings identifying the Insured as the manufacturer of the Goods the Insured shall have the right to control the disposal of the Goods either

- a by destroying the Goods providing such destruction allows a reasonable value for salvage of any undamaged or repairable Goods
- b by returning the Goods to the manufacturing premises for repair
- c by reconditioning the Goods

The Insured with agreement with the Insurer may decide whether any Goods involved in any loss are suitable for sale so as to avert or minimise any such loss.

If it is decided that Goods are not suitable for sale any action to destroy, return or repair such Goods must be agreed with the Insurer before such action is taken.

20 Removal of Debris

In the event of Damage to Goods covered under this Policy the Insurer will pay the costs and expenses necessarily incurred by the Insured in connection with

- a removing and disposing of any debris from the Goods
- b the transfer of Goods from one Conveyance to another in the event of an accident to the original Conveyance.

The Insurer shall not be liable for any expense incurred to avert or mitigate pollution or contamination or threat of pollution or contamination or for the costs of removal of any cargo from any vessel or craft.

The liability of the Insurer shall not exceed 10% of the value of the Goods or £5,000 any one Event whichever is the less.

21 Labels and Packing

The Insurer will pay for the cost of re-labelling and re-packaging of Goods in the event of Damage recoverable under this Policy affecting labels, capsules, wrappers or packaging.

Policy Exclusions

Applicable unless stated to the contrary under Exclusions in the Sections

This Policy does not cover:

1 Excluded perils

Damage caused by

- a ordinary leakage, ordinary loss in weight or volume
- b ordinary wear and tear
- c inherent vice or the nature of the Goods

2 Packing

Damage caused by or arising from insufficiency or unsuitability of packing, stowage or preparation of the Goods unless;

- a such packing, stowage or preparation was carried out by a third party and such insufficiency or unsuitability was without the Insured's knowledge or control
- b it is customary for the Goods to be transported unpacked, however for Goods transported unpacked cover will only be provided under this Policy for Damage caused by;
 - i fire or explosion
 - ii Conveyance being stranded grounded sunk or capsized
 - iii overturning or derailment of Conveyance
 - iv collision or contact of Conveyance with any external object other than water
 - v discharge of Goods at a port of distress
 - vi earthquake volcanic eruption or lightning
 - vii general average sacrifice
 - viii jettison or washing overboard
 - ix entry of sea, lake or river water into Conveyance hold, a Container or place of storage
 - x total loss of any Goods lost overboard or dropped whilst loading on to, or unloaded from a Conveyance

3 Delay

Damage caused by or arising from delay

4 Misconduct

Damage caused by or arising from any reckless or wilful misconduct by the Insured and/or any the Insured's directors or partners

5 War Risks

Damage caused by War Risks unless the Goods are loaded onto or into a vessel or aircraft at the time Damage occurs in accordance with the War Risks cover in Section 1 – Cargo of this Policy

6 Radioactivity Chemical and Biological Risks

Damage directly or indirectly caused by, or contributed to, or arising from

- a ionising radiation 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 radioactive matter but not to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes
- e any chemical, biological, bio-chemical or electromagnetic weapon

Policy Exclusions (continued)

7 Cyber Attack Exclusion

Damage directly or indirectly caused by or contributed 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

8 Electrical mechanical or electronic risks

- a Damage caused by electrical, mechanical or electronic breakdown, failure or derangement to the Goods unless there is evidence that Damage to the Goods and/or the packing and/or the Conveyance occurred during the Insured Transit or during Storage covered by this Policy
- b loss of data

9 Hi-Tech Equipment

Unless specified in the Schedule Damage caused to Hi-Tech Equipment

10 Liability under contracts of carriage, storage or handling

Liability to third parties for which the Insured are responsible under a contract of carriage and/or handling and/or storage

11 Used and/or damaged Goods or merchandise

Damage to Goods that are used and/or secondhand and not fully reconditioned and/or Goods not in a sound condition at the attachment of cover under this Policy unless the Insured can prove to the Insurer's satisfaction that Damage occurred during the Insured Transit or Storage covered under this Policy

12 Vehicle Security

Theft or attempted theft or malicious act from any Vehicle Unattended unless;

- a all doors are locked, windows and other openings closed and securely fastened and all intruder alarm installations and other security devices are made operative
- b all security locks, alarms and other security devices are maintained in an efficient working conditions
- c all keys removed from the Vehicle and
- d if the Vehicle is left Unattended overnight (for the purpose of this Exclusion overnight shall mean from 9pm or whenever the Vehicle was last occupied whichever the earlier, to 6am or until the Vehicle is first used whichever is the later) it is either
 - i parked in a fully enclosed building of substantial construction which is securely closed and locked
 - ii parked in a yard or compound which is fully enclosed and secured by locked gates

13 Temperature Controlled Goods

Goods carried or stored under temperature controlled conditions for Damage caused by variation in temperature unless due to a mechanical breakdown in refrigeration machinery in excess of 12 hours

14 Unexplained or mysterious disappearance and taking of inventory

Unexplained loss and/or mysterious disappearance or losses discovered during stocktaking or inventory checks

15 Excess

Any Excess

Section 1 – Cargo

Cover

The Insurer will pay the Insured for Damage to Goods within the Geographical Limits during any Insured Transit not otherwise excluded.

Duration of cover

Other than in respect of War Risks cover attaches from the time the Goods are first moved at the warehouse or place of storage for the purpose of the immediate loading into or onto the Conveyance for the commencement of transit and continues during the ordinary course of transit and terminates either;

- a on completion of unloading from the carrying Conveyance at the final warehouse or place of storage or
- b on the expiry of 60 days commencing from midnight of the day of completion of unloading from the vessel or aircraft at a final destination port or airport

whichever shall first occur.

War Risks cover attaches from the time the Goods are loaded on board a vessel or aircraft and terminates either;

- a on completion of unloading from the vessel or aircraft at the final destination port or airport or
- b on the expiry of 15 days commencing from midnight of the day of arrival at the final destination port or airport

whichever shall first occur.

General Average and Salvage Charges

Cover includes the Insured’s liability in respect of Goods insured under this Policy for the Insured’s contribution to general average and salvage charges under any general average or salvage act occurring during the Insured Transit.

Basis of Settlement

The Insurer will pay the Insured the value of Goods for which a Limit of Liability is specified in the Schedule at the time of Damage.

The most the Insurer will pay for any one Event is the Limit of Liability specified in the Schedule.

Basis of Valuation

The basis of establishing the value of goods for claims adjustment purposes is:

	Domestic Transit within the UK	Imports and/or Exports including UK to Free on Board
New Goods where a sales contract has been agreed	Invoice price	Cost insurance and freight plus 10%
New Goods where no sales contract has been agreed	New replacement value	New replacement value plus insurance and freight
Used and/or second hand Goods; including exhibitions, tools or samples and own equipment	Current market value	Current market value plus insurance and freight

Section 1 – Cargo (continued)

Basis of Settlement Adjustments

1 Buyers and/or Sellers Contingent Interest

Cover is extended to include the Insured's contingent financial interest in any Goods where the Insured has no responsibility to insure under the terms of sale during the Insured Transit where at the time Damage occurs;

- a interest in the Goods remains with or reverts to the Insured
- b cover effected by a third party is more restrictive than that afforded under this Policy
- c the other party failed to effect insurance.

Cover only applies to the extent that the Insured is unable to secure indemnity under any insurance effected by the buyer or seller and the Insured must;

- i not disclose the existence of this agreement to any other parties interested in the Goods and
- ii take all reasonable steps to invoke the contract of sale and obtain reimbursement from the buyer, seller or any other interested party

If the Insurer pays any claim under this cover the Insured agrees to subrogate to the Insurer all their rights and remedies and the Insurer shall have all rights to sue or proceed in any way against the Insured's buyer or seller and their insurers.

2 UK to Free on Board (if applicable on the Schedule)

The Insurer will pay for Damage to Goods during Transit within Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands up to and including the point at which the Goods are safely stowed aboard the overseas carrying vessel or are loaded into the aircraft hold.

3 Postal Sendings (if applicable on the Schedule)

The Insurer will pay for Damage to Postal Sendings.

4 Exhibition Risks

The Insured is covered for:

- a Damage to Goods (including display and exhibition stands, fixtures and fittings, promotional literature and audio and visual presentation equipment) whilst in transit to and from exhibitions, trade fairs or shows including whilst at such sites for a period not exceeding 30 days.
- b Loss of exhibition expenses incurred by the Insured if at any time before the advertised public closing time of the exhibition it is abandoned or interrupted as a result of Damage to:
 - i any building, stand, marquee or other property used by the Insured at the exhibition premises
 - ii the Goods used in connection with the exhibition whilst in transit to or whilst at the exhibition premises

provided that:

- i if the exhibition is abandoned or interfered with the liability of the Insurer shall not exceed more than the amount incurred by the Insured or the Limit of Liability as shown on the Schedule whichever is less
- ii where the exhibition is abandoned or interfered with as a result of Damage to Goods, the Insured is not covered for any claim for loss of exhibition expenses unless the Insurer has admitted liability for such Damage

The Insurer will not pay for Damage

- a to Goods whilst in use or during demonstration or testing
- b to Hi-Tech Equipment
- c due to theft or attempted theft whilst Unattended
 - i during opening hours of the event
 - ii outside opening hours of the event unless the site is controlled by security personnel.

Section 1 – Cargo (continued)

5 Tools or samples

The Insured is covered for Damage to tools or samples whilst in a Vehicle in connection with the Business.

6 Own Equipment

The Insured is covered for Damage to own equipment whilst in a Vehicle in connection with the Business.

7 Additional Discharge Expenses

In the event of Damage to Goods recoverable under this Policy the Insurer will pay reasonable costs incurred by the Insured in discharging, handling, storing, reloading or transporting damaged or undamaged Goods.

The Insurer shall be credited with the recovery where such charges are recovered either under general average or from carriers.

The liability of the Insurer shall not exceed 10% of the value of the Goods or £10,000 any one Event whichever is less.

8 Airfreight Replacement

In the event of Damage to Goods recoverable under this Policy the Insurer will pay reasonable costs incurred by the Insured in returning by airfreight

- a damaged Goods to manufacturers and/or suppliers for repair and
- b replacement Goods from manufacturers or suppliers premises to the original destination.

The liability of the Insurer shall not exceed 25% of the value of the Goods or £20,000 any one Event whichever is less.

9 Concealed Damage

Cover includes Damage to Goods discovered on unpacking at the final destination provided that;

- a any Containers, cases, packages or packaging showing any signs of damage at the time of arrival are immediately unpacked and
- b unpacking occurs within 60 days of arrival.

10 Duty and Taxes

Cover includes customs and excise duty or taxes levied by an authorised revenue authority on the proportion of Goods that have suffered Damage recoverable under this Policy. In the event that the Insured is relieved of any such duty or taxes this amount will be deducted from any liability under this Policy.

11 ISM Code and ISPS Code Forwarding Charges

Cover includes any extra costs reasonably incurred in unloading, storing and forwarding Goods to the original destination following release from a vessel arrested or detained at, or diverted to, any port or place other than the intended port where the voyage has been terminated due to the vessel not being certified in accordance with the ISM Code or ISPS Code.

This cover does not apply to general average and salvage charges.

The liability of the Insurer shall not exceed £10,000 any one Event.

Section 2 – Storage

Definitions

Premises

The buildings at the address or addresses shown in the Schedule owned or operated by the Insured or where the Insured's Goods are stored under contract with a third party who accepts liability for any Damage to the Goods.

Standard Construction

Walls constructed of brick, stone, concrete or other non-combustible materials but allows timber roof frame, floors and stairs.

Cover

The Insurer will pay the Insured for Damage to Goods whilst in Storage at the Premises during the Period of Insurance but outside the ordinary course of transit

Basis of Settlement

The Insurer will pay the Insured the value of Goods for which a Limit of Liability is specified in the Schedule at the time of Damage.

The most the Insurer will pay for any one claim is the Limit of Liability specified in the Schedule.

Terrorism

In the event of Damage to Goods caused by, contributed by or arising from Terrorism the most the Insurer will pay in respect of any one Event is £100,000 or the value of the Goods damaged, whichever is the less.

Basis of Valuation

The basis of establishing the value of goods for claims adjustment purposes is:

New Goods where a sales contract has been agreed	Invoice price
New Goods where no sales contract has been agreed	New replacement value
Used and/or second hand Goods	Current market value

Section Exclusions

The Policy Exclusions apply to this Section and in addition the Insurer will not pay for

1 Theft or Attempted Theft

Unless involving forcible and violent entry to or exit from the Premises or hold-up by violence or threat of violence to the Insured or any partner, director, Employee of the Insured or members of their families or any other person who has a legal right to be on the Premises

2 Process

Damage to the Goods sustained during, caused by or resulting from any Process

3 Storage other than in a building

Damage to Goods not contained within a permanent building of Standard Construction or other construction as may be agreed by the Insurer

4 Strikes and Riots

Damage to Goods caused by strikers, locked out workmen, or persons taking part in labour disturbances, riots or civil commotions or Damage to Goods resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

Section 2 – Storage (continued)

Section Conditions

1 Security Protection

It is a condition precedent to liability that any premises owned or operated by the Insured must;

- i** be protected by an intruder alarm installed by an approved installer
- ii** have an alarm subject to RedCARE or other such level of protection as may be agreed by the Insurer
- iii** have the alarm kept in full working order and whenever the premises are closed for business or left Unattended the alarm must be fully operational and properly set
- iv** have in force a maintenance contract with an approved maintenance company
- v** have all doors, windows and other openings closed, securely locked and fastened and all keys removed whenever the premises are closed for business or left unattended.

2 Fire Protection

It is a condition precedent to liability that for any premises owned or operated by the Insured the premises are equipped with the minimum fire protection equipment recommended by the relevant authorities and such equipment must be in efficient working order and maintained as recommended by the manufacturers.

Additional Benefits

Allianz Risk Management

Additional risk management guidance and support can be accessed via allianz.co.uk/risk-management, our free, online risk management website which offers an array of information including:

- comprehensive guidance for key and trade sector specific topics, including an overview of criteria to consider and actions to take when assessing and managing risk
- a business impact analysis tool, to assist you in a better understanding of where your business may be vulnerable to disruption and the mitigation measures that can be adopted
- access to a range of discounted online training packages to help you in the management and control of hazards and risks in your workplace
- news keeping you up-to-date with the latest developments in business risk
- A-Z of key UK legislation providing an outline of its purpose, who's responsible for compliance and what needs to be done
- a network of quality approved suppliers providing a range of discounted products and services.

Marine Certificates

The Insured is able to issue marine cargo Certificates of Insurance to provide evidence of this Policy to a buyer or bank for an Import/Export shipment.

To register and access please go to the Allianz Complete Cargo Marine Certificates website via ecertscargo.allianz.co.uk (The Complete Cargo Policy number and email address will be required).

Should the cover described in such certificate of insurance differ from that provided by this Policy the greater cover will prevail.

Privacy Notice Summary

Please find below a summary of our Privacy Notice.
The full notice can be found on the Allianz UK website:
allianz.co.uk/privacy-notice.html.

If you would like a printed copy of our Privacy Notice, please contact the Data Rights team using the details below.

Allianz Insurance plc is the data controller of any personal information given to us about you or other people named on the policy, quote or claim. It is your responsibility to let any named person know about who we are and how this information will be processed.

Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy are companies within the Allianz Holdings.

Anyone whose personal information we hold has the right to object to us using it.

They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to.

If you wish to exercise any of your data protection rights you can do so by contacting our Data Rights team:

Telephone: **0208 231 3992**
Email: datarights@allianz.co.uk
Address: Allianz Insurance Plc, Allianz,
57 Ladymead, Guildford,
Surrey, GU1 1DB

Any queries about how we use personal information should be addressed to our Data Protection Officer:

Telephone: **0330 102 1837**
Email: dataprotectionofficer@allianz.co.uk
Address: Data Protection Officer, Allianz,
57 Ladymead, Guildford,
Surrey, GU1 1DB

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Allianz Insurance plc.

Registered in England number 84638
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