

CNA Marine Cargo Policy



Statement of Demands and Needs:

This product meets the demands and needs of those who wish to ensure that they are insured against physical loss of or damage to goods in transit, whether domestically or internationally, as is shown on the policy schedule and for which they have an insurable interest.

This statement does not constitute advice or a personal recommendation of the product. Should you require personal advice or recommendations, you should contact an insurance broker. Furthermore this is only a summary of coverage available. Please check your policy for a complete set of terms, conditions, exclusions and extensions to coverage.

POLICY INFORMATION

CNA Insurance Company Limited is a general insurance company, authorised and regulated by the Financial Services Authority (FSA number 202777), and registered at Companies House, registration number 950. The company's registered address is 2 Minster Court, Mincing Lane, London, EC3R 7BB.

CNA Cargo policies are tailored to cover the individual cargo shipment insurance requirements of importers, exporters, manufacturers, distributors, freight forwarders and other companies involved in the movement of cargo by land, sea or air. Cover is based on the internationally agreed Institute Cargo Clauses. This means that if a claim needs to be handled overseas, the local surveyor or adjuster will immediately understand the basis of cover and be able to assess the situation in a timely fashion. Most policies are written on Institute Cargo Clauses (A) which are "All Risks" clauses intended to cover fortuities in transit which may affect your cargo.

A. Conditions

- The insured 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 Marine Insurance Act 1906
- The insured 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 as soon as the insured becomes 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 CNA's rights of recovery against them after CNA has paid the claim

B. The significant features and benefits of this policy are: •

- Coverage for physical loss of or damage to cargo during the ordinary course of transit
- Cover to attach when goods are first moved in Assureds own premises for the purpose of immediate loading onto carrying conveyance for the commencement of transit.
- Cover continues during the ordinary course of transit and following delivery to Hirers premises, for a period not exceeding 30 days, unless declared by Hirer to EMC and additional premium paid for additional month(s) or part thereof, unless a provision within the duration Clause of the Institute Cargo Clauses (A) results in cover ceasing prior to such delivery.
- Cover continues for the return transit of hired equipment at the end of the hire period and ceases upon delivery to Assured's premises, unless a provision within the duration Clause of the Institute Cargo Clauses (A) results in cover ceasing prior to such delivery.
- The policy will state clearly 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 CNA, as soon as you are aware of a shipment which falls outside the scope of this cover in order to ascertain whether it can be covered, and at what cost. CNA cannot respond to claims for shipments which fall outside the scope of cover and which have not been agreed by underwriters prior to the shipment commencing transit.
- A 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 clause
- Forwarding charges coverage
- Accumulation Clause to allow for a build up of shipments
- Brands Clause to protect your brand in the event of a loss
- Container Demurrage Charges in the event of a loss
- Consequential Loss Clause

C. The significant exclusions and limitations to the policy are:

Loss of or damage to the cargo insured proximately caused by:

- Loss, damage or expense caused by wilful misconduct
- Ordinary leakage, loss of weight or wear and tear and gradual deterioration.
- Insufficiency of packing or protection where packing is carried out under your control
- Inherent vice of the cargo
- Loss, damage or expense caused by delay
- Unseaworthiness of the carrying vessel where you are aware of same
- Scratching, denting, marring, chipping and costs of repainting on unpacked or unprotected items Rust, oxidisation and discolouration on unpacked or unprotected items
- Acts of terrorism outside the ordinary course of transit
- Warranted shipped in suitable packing cases (flight cases).
- In the event equipment is returned in anything other than the original packing case, cover hereunder is restricted to Institute Cargo Clauses (B).
- Excluding mechanical and/or electrical and/or electro magnetic derangement unless caused by an insured peril.
- Excluding the first £250 of each and every claim.
- Excluding loss or damage reasonably attributed to insolvency and/or liquidation of the Assured's customers.
- Excluding claims for loss or damage to the equipment whilst in use and/or whilst being worked upon, unless such loss or damage is attributable to fire or explosion, vessel or craft being stranded grounded, sunk or capsized, overturning or derailment of land conveyance, collision or contact of vessel craft or conveyance with any external object other than water or discharge of cargo at a port of distress. It excluding claims as a result of improper use or operation absolutely.

Terms and conditions of hire noted as those detailed on the Assured's website.

PLEASE NOTE THAT THE POLICY MAY CONTAIN FURTHER EXCLUSIONS DESIGNED TO LIMIT COVER IN RESPECT OF NON-FORTUITOUS LOSSES. PLEASE REFER TO YOUR POLICY DOCUMENT.

In addition, most insurance companies cannot cover certain perils such as nuclear and radioactive contamination risks, and losses arising from cyber and biological attacks.

D. The active extensions to the policy include: •

- Cover for the journeys to, from and whilst at customers sites
- Demonstration, Test, Service and Development Equipment - where the Assured is required to conduct Tests or provide an Engineer Set Up of Hired Equipment, cover is provided in accordance with **Special Clause 68. Demonstration, Test, Service and Development Equipment**, subject to payment of premium at cover rates.

E. The Duration of the contract:

This is an annually renewable policy, unless agreed otherwise. Individual declarations hereon are covered for the duration of the hire agreement, subject to payment of premium.

F. Your rights of cancellation:

You are free to cancel this policy with 30 days notice, or as agreed in the policy wording. Individual declarations hereon may not be cancelled, after the risk for which premium has been paid, has attached.

G. Claims notification and handling:

If you have a loss which you think might be recoverable under your policy, you should contact your broker or the branch shown in section F (Claims) of your policy. This gives you addresses, telephone and fax numbers and details of the documents needed to support your claim.

H. Statement of price:

The premium is determined by the level of cover chosen and the options are shown on the attached quotation and benefit schedules. Insurance Premium Tax is payable at the rate set by the Government and this is included within the quotation and/or Schedule where applicable. The current rate is 6%.

I. Additional information:

1. The policy shall be governed by and construed in accordance with English Law and practice and the exclusive jurisdiction of the English Courts.
2. All communications and documents shall be in English.

J. Complaints procedure:

CNA intends to give all its customers a first class service. However, there may be occasions where you consider that this objective has not been achieved. If you are dissatisfied with any aspect of the service that you receive, please contact either your usual insurance adviser or the Claims Manager, CNA Insurance Company Limited, International House, 1 St Katharine's Way, London E1W 1UN (Telephone 020 7954 9300). Please provide the following information with your complaint — policy and/or claim number, name of the claim handling organisation with whom you have been dealing and their reference number, the nature of your complaint. You will receive an acknowledgement within 5 working days of receipt of your complaint together with a detailed timetable of the actions we will take to investigate / handle your complaint. **If after taking this action you are dissatisfied with our response, please write to** the Chief Executive Officer, CNA Insurance Company Limited, International House, 1 St Katharine's Way, London E1W 1UN (Telephone 020 7954 9300). **If the matter is not resolved to your satisfaction you may request assistance from** the Consumer Information Department, The Association of British Insurers, 51 Gresham Street, London EC2V 7HQ (Telephone 020 7600 3333). CNA is a member of the ABI. Alternatively, you may seek assistance from the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR (Telephone 0845 080 1800). The Financial Ombudsman Service will become involved if you are an eligible complainant as defined by the rules of the Financial Services Authority. The existence of this Complaints Procedure does not affect any right of legal action you may have against CNA Insurance Company Limited.

In the unlikely event that CNA is unable or likely to be unable to meet its liabilities to you in the event of a claim, you may be entitled to receive compensation from the Financial Services Compensation Scheme ('FSCS'). In these circumstances, you will be contacted by the liquidator or FSCS to explain what is happening to your policy or claim. FSCS may arrange to transfer your policy to another insurer, provide a new policy or, if these actions are not possible, provide compensation. The maximum level of compensation you can receive from FSCS for a claim against CNA is the first £2,000 of a claim in full. Above this threshold, 90% of the rest of the claim or value of unused premiums will be met. You can obtain further information regarding FSCS by visiting its website <http://www.fscs.org.uk/>.