



# MARITIME EQUIPMENT SOLUTIONS

Policy





This policy is a contract between You and Us.

This policy and any Schedule and/or endorsements should be read as if they are one document.

Our acceptance of this risk is based on the information presented to Us being a fair presentation of Your business including any unusual or special circumstances which increase the risk and any particular concerns which have led You to seek insurance.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment there to.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

We will provide the insurance described in this policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which You shall pay and We shall agree to accept the premium.

# Contents

Section	Page
<b>Definitions</b>	<b>4</b>
<b>Section 1 – Insured Equipment</b>	<b>6</b>
<b>Section 2 – Collision liability and wreck removal</b>	<b>8</b>
<b>Section 3 – Cargo</b>	<b>9</b>
<b>General Exclusions</b>	<b>11</b>
<b>General Conditions</b>	<b>14</b>
<b>General Extensions</b>	<b>16</b>
<b>Claims Conditions</b>	<b>17</b>
<b>Complaints Procedure</b>	<b>18</b>
<b>Fair Processing Notice</b>	<b>19</b>

## Definitions

The following expressions shall have the meanings set out below wherever they appear in this policy, the Schedule and any endorsements. Words denoting the singular shall include the plural and vice versa.

### Authority

Any central or local government or agency of such government.

### British Isles

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, the off-shore islands and the Republic of Ireland.

### Cargo

Any goods and/or merchandise:

- A) owned by You and/or
- B) for which You:
  - 1) are responsible or
  - 2) have an insurable interest under the terms of sale or
  - 3) have received instructions to insure

other than Insured Equipment.

### Damage/Damaged

Physical loss, damage or destruction.

### Data

Information represented or stored electronically including code or series of instructions, software programs and firmware.

### Employee

Any of the following whilst under Your direct control and/or supervision and working for You in connection with Your business:

- A) person under a contract of service or apprenticeship with You
- B) person hired to or borrowed by You (including those supplied by an employment agency)
- C) labour master
- D) person supplied by any person under a contract of service or apprenticeship with You
- E) person employed by labour only subcontractors
- F) person undertaking study or work experience
- G) person working under the Community Offender Act 1978 or similar legislation
- H) prospective employees being assessed by You as to their suitability for employment
- I) self employed person providing You with labour only and not being in partnership with You nor being Your franchisee.

### Event

Any one occurrence or all occurrences of a series consequent upon or attributable to one originating cause.

### Excess

The amount for which You are responsible for each and every claim arising out of any one Event.

### Exhibition

Any exhibition, demonstration, trade fair or show.

### Exhibition Expenses

Any expenditure directly incurred in connection with any Exhibition including advertising; printing; stationery; insurance premiums; charges for space and services; hire of stand; transport charges and the cost of installing stands, fittings and exhibits.

### Geographical Limits

The geographical limits shown in the Schedule.

### Heaving Object

Any item being lifted and/or dropped by wave action.

### Insured Equipment

The equipment shown in Schedule being:

- A) that owned by, hired by, leased or loaned to You or
- B) for which You are responsible

other than Cargo.

### Insured Transit

Any transit within the Geographical Limits commencing during the Period of Insurance.

### ISM Code

The International Maritime Code for the Safe Operation of Ships and Pollution Prevention.

### Latent Defect

A defect which cannot be discovered by a person of competent skill using ordinary care.

### Legal Costs

Any costs awarded against You or otherwise payable by You to other parties and Your legal fees, costs and expenses, but only in respect of:

- A) that part of any dispute agreed by Us to be covered by this policy and where We have exercised Our option under Claims Condition 3 to take over conduct in Your name, investigation, negotiation, settlement of and/or litigation in respect of the claim or
- B) costs incurred with Our prior written consent.

## Maritime Equipment

Any submarine, mini-submarine, remotely operated vehicle, autonomous marine vehicle, autonomous under water vehicle and/or any similar device designed to be used or operated on or under water.

## Period of Insurance

The period of insurance shown in the Schedule being United Kingdom local time.

## Policy Limit

The maximum amount We will pay for any claim or series of claims arising out of any one Event.

## Pollutant

Any solid, liquid, gaseous or thermal irritant or contaminant, including (but not limited to): smoke, vapour, soot, dust, fumes, acids, alkalis, petroleum substance or derivative chemicals and waste. The expression "waste" includes materials to be recycled, reconditioned or reclaimed.

## Pollution

The emission, discharge, dispersal, release or escape of any Pollutant into or upon land, sea, the atmosphere, any watercourse or body of water including (but not limited to): soil, sub-soil, sub-surface, coastal waters, surface water, lake, river or sea water, international waters or ground water.

## Property Damage

Damage to any vessel, including any property on such vessel, other than:

- A) that owned by, hired by, leased or loaned to You
- B) Insured Equipment
- C) Cargo.

## Qualified Equipment Operator

Any person with the appropriate training, certification, experience and authority to operate the equipment under their charge.

## Schedule

The document headed "Schedule" issued by Us.

## Seaworthy

Fit to encounter the ordinary perils of navigable waters, properly crewed, equipped, fuelled, provisioned and with the hull and all parts, equipment and gear in proper working order.

## Section Limit

The maximum amount We will pay under each section of this policy:

- A) for any claim or series of claims arising out of any one Event and
- B) in total for the Period of Insurance where the section limit is shown as "in the aggregate".

Section limits are inner limits contained within the Policy Limit.

## Storage/Stored

Storage outside the ordinary course of transit.

## Sub-limit

The maximum amount We will pay;

- A) for any claim or series of claims arising out of any one Event and
- B) in total for the Period of Insurance where the Sub-limit is shown as "in the aggregate".

Sub-limits are inner limits contained within the Policy Limit and/or Section Limit.

## Terrorism

Any act including the use of force or violence or the threat thereof by any person or group of persons (whether acting alone or on behalf of or in connection with any organisation or government) committed for political, religious, ideological or similar purposes (including the intention to influence any government or to put the public or any section of the public in fear).

## Unattended

Where neither You, any Employee nor any professional security guard have the Insured Equipment and/or Cargo (or any conveyance upon which it is loaded) under constant observation and at the same time have a reasonable prospect of preventing any unauthorised interference with the Insured Equipment and/or Cargo and/or conveyance.

## Vehicle

Any land based mechanically propelled vehicle and attached trailer or detached trailer.

## War Risks

Any:

- A) war, civil war, revolution, rebellion, insurrection
- B) civil strife arising from A) above
- C) hostile act by or against a belligerent power
- D) capture, seizure, arrest, restraint or detainment arising from A) B) or C) above
- E) derelict mines, torpedoes, bombs or other derelict weapons of war.

## We/Us/Our

Royal & Sun Alliance Insurance plc.

## You/Your

The Assured shown in the Schedule.

## Section 1 – Insured Equipment

### Cover

You are covered to the extent provided by this policy for:

#### 1 Damage

Damage to Insured Equipment occurring within the Geographical Limits during the Period of Insurance.

#### 2 Loss of revenue

any actual loss of revenue resulting from the unavailability of the Insured Equipment following Damage for which We have admitted liability under this Section of the policy.

Provided that the Insured Equipment was contracted to be used and that such contract can be supported by production of the contract(s) and/or job sheets and/or order forms and/or other similar documents.

Subject to a Sub-limit of £50,000 in the aggregate.

#### 3 Additional equipment

Damage and/or loss of revenue as described in Cover 1 (Damage) and Cover 2 (Loss of revenue) in respect of any additional equipment occurring within the Geographical Limits during any Period of Insurance provided that:

- A) such additional equipment is acquired by You during the Period of Insurance and is of a similar type to the Insured Equipment and
- B) You advise Us within 60 days of such acquisition and pay any additional premium due and
- C) the term "Insured Equipment" is deemed to include such additional equipment.

Subject to a Sub-limit of 10% of the Section Limit or £250,000 whichever is the least.

#### 4 Continuing charges

- A) Your liability for lease or hire charges due to any party from whom the Insured Equipment is hired or leased, or
- B) charges paid or payable by You for hiring a replacement item of similar type

incurred prior to the repair or replacement of any Insured Equipment You are unable to use as a direct result of Damage covered under this Section of the policy provided that:

- 1) We have admitted liability for such Damage under this policy and
- 2) We will not pay more than the lease or hire charges due for a maximum period of 12 weeks.

Subject to a Sub-limit of £25,000 in the aggregate.

## Conditions

### 1 Basis of valuation

The agreed method of establishing the value of Insured Equipment for declaration and claims adjustment purposes is:

- A) for Insured Equipment hired, leased or loaned to You the value as detailed in the lease or hire agreement
- B) for Insured Equipment other than as detailed in a) above where such equipment is:
  - 1) 5 years old or less the cost of replacement with similar new Insured Equipment of substantially the same specification
  - 2) more than 5 years old the used market value

or

- C) as otherwise agreed by Us prior to commencement of cover

plus duty and/or taxes if incurred.

## Extensions

### 1 Exhibitions expenses

You are covered to the extent provided by this policy for loss of Exhibition Expenses sustained by You if at any time before the advertised public closing time of the Exhibition it is abandoned or interrupted as a result of Damage to:

- A) any building, stand, marquee, or other property or any part thereof used by You at the Exhibition premises
- B) the Insured Equipment used in connection with the Exhibition while in transit to or whilst at the Exhibition premises

Provided that:

- 1) if the Exhibition is abandoned We will not pay more than the amount of the Exhibition Expenses that You have paid or are liable to pay.
- 2) if the Exhibition is interfered with We will not pay more than the proportion of the Exhibition Expenses that You have paid or are liable to pay that the period of the interference bears to the intended duration of the Exhibition.
- 3) where the Exhibition is abandoned or interfered with as a result of Damage to the Insured Equipment, You are not covered for any claim for loss of Exhibition Expenses unless We have admitted liability for such Damage.

Subject to a Sub-limit of £25,000.

## Exclusions

In addition to the General Exclusions You are not covered for any claim for:

### 1 Maritime Equipment location

Your inability to locate any Maritime Equipment that is:

- A) negatively or neutrally buoyant unless fitted with an acoustic beacon that operates in conjunction with a compatible acoustic sensing system on a support vessel and/or control centre,
- B) positively buoyant unless fitted with a flashing light with no daylight cut off,

and such equipment is in efficient working order and in operation whenever the relevant Maritime Equipment is afloat or under water.

Provided that this exclusion does not apply to Maritime Equipment which cannot be fitted with such equipment.

### 2 War

Damage to Insured Equipment occurring whilst on land caused by War Risks.

### 3 Latent Defect

Damage to any Insured Equipment caused by or arising from:

- A) any fault and/or defect in any materials other than Latent Defect.
- B) Latent Defect of any part of the Insured Equipment. This exclusion does not apply to any other part of the Insured Equipment Damaged by the unexpected failure of the defective part.

## Section 2 – Collision liability and wreck removal

### Cover

You are covered to the extent provided by this policy for:

#### 1 Collision liability

Your liability for damages in respect of accidental Property Damage arising as a result of any Insured Equipment being in collision with any vessel whilst such Insured Equipment is afloat or under water and within the Geographical Limits during the Period of Insurance.

Where both parties are to blame for a collision then, unless the liabilities of one or both parties becomes limited by law, the amount payable under this Cover shall be calculated on the principle of cross-liabilities as if each party had been compelled to pay each other such proportion of the other's damages as may have been properly allowed in ascertaining the balance or sum payable by or to You in consequence of the collision.

#### 2 Wreck removal

Your liability for costs incurred to remove and/or dispose of Insured Equipment as instructed by any Authority where the Insured Equipment is deemed a wreck by such Authority as a result of Damage for which We have admitted liability under this policy.

#### 3 Legal Costs

Legal Costs.



## Section 3 – Cargo

### Cover

If this Section is shown as covered in the Schedule, You are covered to the extent provided by this policy for:

#### 1 Damage

- A) Damage caused to Cargo during any Insured Transit.

Other than in respect of War Risks, cover attaches from the time the Cargo is first moved in the warehouse or the place of Storage for the purposes of the immediate loading into or onto the conveyance for the commencement of transit and shall continue during the ordinary course of transit, terminating either:

- 1) on completion of unloading from the conveyance at the final destination or any place of Storage or
- 2) on the expiry of 60 days commencing midnight on the day of completion of discharge of the Cargo from the vessel or aircraft at the final port or airport of destination

whichever shall first occur.

- B) War Risks

In respect of War Risks cover attaches from the time the Cargo or part thereof is loaded on board a vessel or aircraft and terminates either:

- 1) on completion of discharge from the vessel or aircraft at the final port or airport of destination or
- 2) on the expiry of 15 days commencing midnight on the day of arrival of the vessel or aircraft at the final port or airport of destination

whichever shall first occur.

#### 2 Buyers' and/or sellers' contingent interest

Your contingent financial interest in any goods and/or merchandise appertaining to Your business for which You have no responsibility to insure under the terms of sale during the Insured Transit where:

- A) the interest in the goods and/or merchandise reverts or attaches to You during transit and
- B) 1) cover effected on Your behalf is more restrictive than that afforded under this policy or
- 2) the other party failed to effect insurance.

Such goods and/or merchandise shall be covered continuously during any Period of Insurance whilst awaiting resale or return including any additional transit resultant upon such resale or return.

This Cover only applies to the extent that You are unable to secure indemnity under the insurance effected by the buyer or seller and provided that:

- 1) the existence of this Cover is not disclosed to any other parties interested in the goods and/or merchandise and
- 2) You take all reasonable steps to invoke the terms of the contract of sale and obtain reimbursement from the buyer or seller and/or any other interested party.

The basis of settlement under this Cover shall be invoice price and freight.

This Cover is for Your sole benefit and is not assignable.

#### 3 Concealed damage

Damage which is only discovered when the Cargo is unpacked at final destination provided that:

- A) such Damage occurred during the Insured Transit and
- B) the external packaging was inspected on arrival and showed no signs of Damage and
- C) unpacking occurs within 60 days of arrival
- D) such Damage is not otherwise excluded under the policy.

Claims in respect of shortage and/or non-delivery of all or part of any consignment shipped in a container (being any demountable carrying unit including any ISO container, tank container or flat rack) or trailer will not be invalidated should the original container or trailer seal appear intact on delivery.

### Conditions

#### 1 Assignment

Except where You are noted in the policy as receiving the sole benefit of this insurance, cover under Section 3 (Cargo) shall extend to any third party to whom You assign the policy pursuant to the terms of sale applying to the Cargo.

In the event of such assignment, reference in this policy to You shall include the third party assignee.

#### 2 Certificates of insurance

Where required for letter of credit or similar purposes You may issue a certificate of insurance supplied by Us bearing reference to Institute Cargo Clauses.

Should the cover described in such certificate of insurance differ from that provided by this policy the greater cover will prevail, provided that the certificate has been issued in accordance with any instructions provided by Us.

#### 3 Basis of valuation

The agreed method of establishing the value of Cargo for declaration and claims adjustment purposes is:

- A) for Cargo for which a sales contract has been agreed:
- 1) the invoice price for domestic transits
  - 2) cost, insurance and freight plus 10% for imports and exports
- B) for all other Cargo the used market value plus duty and/or taxes if incurred.

## Exclusions

In addition to the General Exclusions You are not covered for any claim:

### 1 War risks

caused by War Risks unless at the time of such Damage the Cargo, or part thereof, was loaded onto or into a vessel or aircraft in accordance with the parameters as detailed in Cover 1 b) (War Risks) of this Section of the policy.

### 2 Storage

for Cargo whilst Stored.

### 3 Used and/or damaged Cargo

for Damage to Cargo which:

- A) was secondhand and/or used and was not fully reconditioned and/or
- B) was not in a sound condition

at attachment of cover under this Section unless You can prove to Our satisfaction that such Damage occurred during the Insured Transit.

### 4 Contracts of carriage, handling and storage

for Damage to goods and/or merchandise for which You are responsible under a contract of carriage and/or handling and/or storage.

# General Exclusions

You are not covered for any claim:

## 1 Authorities

caused by, or contributed to by, or arising from destruction, damage, confiscation, seizure, expropriation, nationalisation, detention or requisition by any Authority other than Damage caused by customary customs inspection and/or fumigation.

## 2 Financial loss

for loss of income and/or loss of market and/or loss of profits and/or business interruption and/or increased cost of working and/or loss of production and/or any other similar losses other than as provided in:

- A) Cover 2 (Loss of revenue) and/or Cover 4 (Continuing charges) of Section 1 (Insured Equipment).
- B) Cover 1 (Collision liability) of Section 2 (Collision liability and wreck removal).

## 3 Insolvency

resulting from Your insolvency or failure or inability to pay or collect accounts.

## 4 Bodily injury

for bodily injury, death, disease and/or illness of any person.

## 5 Mysterious disappearance

for:

- A) mysterious disappearance and/or unexplained loss of Insured Equipment whilst Stored and/or
- B) discrepancies discovered during stocktaking or inventory check.

## 6 Other insurance

that is covered by any other policy (or would but for the existence of this policy be covered by any other policy) except for the difference between the amount payable under such other policy and the amount payable under this policy.

## 7 Radioactivity and chemical, biological, bio-chemical or electromagnetic weapons

directly or indirectly caused by, or contributed to by, 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) any weapon or device employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter.

- C) the radioactive, toxic, explosive or other hazardous or contaminating properties of any:
  - 1) nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
  - 2) 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 similar peaceful purposes.
- D) any chemical, biological, bio-chemical or electromagnetic weapon.

## 8 Sanctions

to the extent that the provision of such cover would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom.

## 9 Misconduct

caused by or arising from any reckless or wilful misconduct by You and/or any of Your directors or partners.

## 10 Pollution

for costs and/or liability arising from Pollution.

## 11 Perils

- A) caused by or arising from the failure of welds and/or seals on the Insured Equipment.
- B) caused by or arising from faulty design of the Insured Equipment.
- C) for:
  - 1) wear and tear or gradual deterioration.
  - 2) rust, oxidation, discolouration and corrosion.
  - 3) mould and/or mildew.
  - 4) bruising, scratching, chipping, denting and cost of repainting.

Provided that exclusions 11 b) and/or c) do not apply to Section 2 (Collision liability and wreck removal).

## 12 Electronic risks

- A) caused by, or contributed to by, or arising from any Virus or Similar Mechanism.
- B) caused by or arising from any malicious act resulting in any inability or failure to receive, send, access or use Data (for any time or at all).

- C) caused by or arising from any malicious:
- 1) creation and/or input
  - 2) destruction and/or erasure
  - 3) distortion and/or corruption and/or alteration
  - 4) misinterpretation
  - 5) misappropriation
  - 6) use
- of Data.

For the purposes of this exclusion Virus or Similar Mechanism means any program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, Data or operations whether involving self-replication or not and includes trojan horses, worms and logic bombs.

### 13 Unseaworthiness

caused by or arising from:

- A) Insured Equipment and/or Cargo being carried by a vessel which was not in a Seaworthy condition unless such unseaworthiness arose without Your knowledge.
- B) Insured Equipment whilst operating from a vessel unless:
  - 1) where applicable such vessel is in class for dynamically positioned and Maritime Equipment operations and
  - 2) deck officers are appropriately qualified in accordance with both flag state and class regulations.
- C) Insured Equipment knowingly launched in an unseaworthy condition.

### 14 Delay

caused by or arising from delay.

### 15 Security

for:

- A) **Insured Equipment on land other than whilst in transit by a Vehicle owned or operated by You and/or any Employee:**  
 theft of Insured Equipment whilst on land (other than whilst in transit by any Vehicle owned or operated by You and/or any Employee) unless:
  - 1) You, any Employee, or any professional security guard have the Insured Equipment under constant observation and at the same time have a reasonable prospect of preventing any unauthorised interference or
  - 2) the Insured Equipment was deposited in a locked building or compound secured by locked gates and such theft involved entry to or exit from the building or compound by forcible and violent means or
  - 3) the Insured Equipment is in the custody and control of a third party carrier for the purposes of transporting such equipment or
  - 4) the Insured Equipment has been leased, hired or loaned to a third party.

- B) **In transit by Vehicles owned or operated by You and/or any Employee:**

theft from any Unattended Vehicle owned or operated by You and/or any Employee unless:

- 1) all doors, windows and other openings of the Vehicle were closed properly fastened and securely locked and
- 2) any immobiliser and/or alarm system fitted to the Vehicle was set in operation and
- 3) all keys were removed from the Vehicle and
- 4) where parked at the end of the normal working day such Vehicle was either:
  - i) garaged in a building which was securely closed and locked or
  - ii) parked in a compound secured by locked gates.

- C) **Insured Equipment at Exhibition**

theft of Insured Equipment whilst Unattended at any Exhibition:

- 1) during the opening hours of the event
- 2) outside the opening hours of the event unless the site is regularly patrolled by security personnel.

### 16 Packing

for:

- A) Damage caused by or arising from insufficiency or unsuitability of packing, stowage or preparation unless carried out by a third party and such insufficiency or unsuitability was without Your or any Employees knowledge, privity or control.
- B) Damage to Maritime Equipment in the open caused by ingress of water unless:
  - 1) left fully watertight and with all connectors attached and/or watertight blanks in place where appropriate, or
  - 2) contained in a watertight container.

### 17 Breakdown

for mechanical, electrical and/or electronic breakdown, failure and/or derangement unless caused by Damage from an external cause.

### 18 Excluded equipment

in respect of:

- A) streamers and/or other similar seismic equipment.
- B) any Vehicle.

### 19 Down hole/In pipes

for Insured Equipment whilst within any well head and/or pipe and/or pipeline.

## 20 Failure to maintain

caused by or arising from failure to maintain the Insured Equipment in accordance with the manufacturer's guidelines.

You must prove to Our satisfaction that the Insured Equipment was properly maintained in the event of any claim.

## 21 Launching and recovery

caused by or arising from:

- A) the launching and/or recovery of Insured Equipment in weather conditions and/or sea state which exceed or were forecast to exceed the maximum safe parameters specified within the manufacturer's guidelines.
- B) exceeding the safe working load, as specified by the manufacturer of any equipment utilised for the purposes of launch and/or recovery operations.

## 22 Operational risks

in respect of:

- A) Maritime Equipment caused by or arising from:
  - 1) the operator having spent more than six hours at any Maritime Equipment controls during the preceding twenty four hours.
  - 2) Maritime Equipment operating in water with visibility of less than three metres unless used in conjunction with scanning sonar with a range of not less than twenty five metres.
  - 3) there being ineffective systems in place to maintain constant direct communication between the operator of any Maritime Equipment and the wheelhouse of the operating vessel and any supporting vessel(s) and/or any other control centre.
- B) Insured Equipment:
  - 1) whilst in use unless being operated by a Qualified Equipment Operator.
  - 2) unless being operated in accordance with manufacturer's guidelines.
  - 3) being operated in or around existing blowouts.
  - 4) whilst operating:
    - i) in any area where explosives are being used.
    - ii) within any wreck.
    - iii) within a confined structure unless for the purposes of undertaking routine checks and/or maintenance and such can be evidenced by maintenance logs and/or similar documentation.
    - iv) under ice.
  - 5) Damaged whilst being operated within the proximity of Heaving Objects where such proximity can affect the Insured Equipment. This exclusion does not apply to Damage occurring during launch or recovery of the Insured Equipment.

## 23 Wreck removal

for removal or disposal of obstructions, wreck, or other property other than as provided in Cover 2 (Wreck removal) of Section 2 (Collision liability and wreck removal) and General Extension 6 (Removal of debris).

## 24 Data

for Data.

# General Conditions

## 1 Insurance Act 2015

In respect of any:

- A) duty of disclosure
- B) effect of warranties
- C) effect of acts of fraud

the rights and obligations applying to You and Us shall be interpreted in accordance with the provisions of the Insurance Act 2015.

## 2 Cancellation

- A) We may cancel this policy at any time:
  - 1) by giving 30 (thirty) days notice other than for
  - 2) War Risks and Strikes Risks which are subject to 7 days notice except for Strikes Risks in respect of sendings to and/or from and/or whilst Stored in the United States of America which are subject to 48 hours notice

to that effect in writing by pre-paid letter post to either Your insurance adviser or Your last known address, in which case We will refund the difference (if any) between the adjusted premium for the period during which insurance was in force and the premium actually paid.

The time periods above commence from midnight on the day notice of cancellation is issued.

For the purposes of this condition Strikes Risks shall mean Damage caused by:

- i) any strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions and
  - ii) Terrorism
- B) We will cancel with immediate effect and without notice if You:
    - 1) cancel any credit agreement relating to this policy and then fail to pay Us immediately the full amount of the premium or
    - 2) fail to take the action specified in any default notice issued by Us before the date shown in it or fail to pay the first or any other subsequent instalment of premium.

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

A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 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 that Act.

## 4 Law applicable

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of the policy shall be governed and construed in accordance with English Law and shall be resolved within the exclusive jurisdiction of the courts of England and Wales.

## 5 Multiple assureds

Where the Assured shown in the Schedule comprises more than one party, We will provide indemnity to each in the same manner and to the same extent as if a separate policy had been issued to each. Provided that for the purposes of this contract of insurance, all such parties shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely Us and the parties shown as the Assured being jointly insured.

Irrespective of the number of parties claiming under this policy the total amount payable by Us shall not exceed any applicable Policy Limit, Section Limit or Sub-limit.

## 6 Reasonable precautions

You must take reasonable precautions to prevent, minimise or mitigate any Damage and/or liability that may give rise to a claim under this policy.

Failure to comply with this Condition will invalidate Your policy or result in a claim being rejected unless We consider such failure to be immaterial to the loss.

## 7 Declarations

If the Schedule states a minimum deposit premium:

- A) at the expiry of each Period of Insurance You must promptly supply Us with accurate declarations for the period split between any categories shown.
- B) the premium will be adjusted at the rate or rates shown, subject to Our retaining the specified minimum premium for the period.

If You fail to supply the necessary declarations within three months of the expiry of the Period of Insurance We will at Our option charge a provisional adjustment premium. Such premium will be calculated on the greater of:

- 1) 10% of the adjustable premium for the expiring period or
- 2) the additional premium that would have been earned by applying the expiring rates to the estimate for the subsequent period.

## 8 Amounts payable

The maximum amount We will pay will be the lesser of:

- A) the Policy Limit or
- B) the applicable Section Limit or
- C) the applicable Sub-limit

less the amount of any applicable co-insurance and Excess.

## 9 Repair or replacement

We may, at Our option, repair or replace any Damaged Insured Equipment and/or Cargo. However, We are not bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner.

## 10 Excess

If any Event gives rise to a claim or a series of claims under this policy only the largest applicable Excess will apply.

## 11 Underinsurance

If at the time of Damage to any:

- A) Insured Equipment, or
- B) Cargo

the value of such property exceeds the applicable Sub-limit shown in the Schedule, We will not pay more than the proportion of the claim that the Sub-limit bears to the actual value of the Damaged property.

For the purposes of this condition the value of the property shall be its value calculated in accordance with any applicable basis of valuation.

This condition does not apply to:

- 1) General Condition 12 (Terrorism)
- 2) General Extension 1 (Airfreight replacement)
- 3) General Extension 6 (Removal of debris).

## 12 Terrorism

In respect of any claim caused by, contributed to by, or arising from Terrorism, the Sub-limit is £100,000 or any applicable Sub-limit shown in the Schedule whichever is the least. This Sub-limit does not apply to:

- A) Cargo during any Insured Transit.
- B) Insured Equipment whilst being carried by any vessel, aircraft or other conveyance, unless such conveyance was being used for the purposes of Storage.

## 13 Damaged Insured Equipment

We will not pay more than the value of any part of the Insured Equipment which is actually Damaged regardless of whether it affects the value of other parts of the Insured Equipment.

## General Extensions

You are covered to the extent provided by this policy for:

### 1 Airfreight replacement

reasonable costs incurred by You in airfreighting:

- A) the Insured Equipment and/or Cargo and/or replacement parts for repair purposes and/or
- B) the repaired or replacement Insured Equipment and/or Cargo or parts to You or the original destination

in the event of Damage covered under this policy.

This Cover is for Your sole benefit and is not assignable.

Subject to a Sub-limit of £20,000.

### 2 Arrested and/or detained vessels

any extra charges properly and reasonably incurred in unloading, storing and forwarding the Insured Equipment and/or Cargo to the original destination following its release from any vessel arrested or detained at or diverted to any other port in respect of:

- A) Cargo during any Insured Transit
- B) Insured Equipment whilst being carried on a vessel

where the voyage was terminated because:

- 1) the vessel was not certified in accordance with the ISM Code or
- 2) a current document of compliance for the purposes of the ISM Code was not held by the vessels owners or operators

as required under the International Convention for the Safety of Life at Sea (SOLAS) 1974 and as amended.

Provided that:

- i) the Sub-limit for this extension is the value of the Insured Equipment and/or Cargo and/or the Sub-limit per vessel whichever is the least
- ii) You are not covered for any claim under this extension for general average or salvage charges.

### 3 Duty

customs and excise (or similar) duty levied by any Authority on the Insured Equipment and/or Cargo solely as a result of Damage in respect of which We have admitted liability under the policy. We will only pay such customs and excise duty which is levied upon that part of the Insured Equipment and/or Cargo which is Damaged.

This Cover is for Your sole benefit and is not assignable.

### 4 General average and salvage charges

Your liability for contribution to general average and salvage charges where such general average or salvage act occurs:

- A) during the Insured Transit in respect of any Cargo or
- B) whilst being carried on a vessel in respect of any Insured Equipment.

### 5 Labels and packing

the reasonable costs incurred in:

- A) relabelling the Insured Equipment and/or Cargo and/or
- B) repairing or replacing:
  - 1) the original packing and/or
  - 2) any presentation packing, provided that such presentation packing was protected to withstand the normal rigours of the transit.

Provided that the Damage to the original labels or packing occurred within the Geographical Limits and during the Period of Insurance.

### 6 Removal of debris

reasonable costs incurred by You for:

- A) transshipment and/or recovery and/or
- B) removal and/or clearance and/or disposal

of the Insured Equipment and/or Cargo following Damage for which We have admitted liability under the policy.

You are not covered for wreck removal other than as covered in Cover 2 (Wreck removal) of Section 2 (Collision liability and wreck removal).

Subject to a Sub-limit of £50,000 or 10% of the claim recoverable under this policy for the Damage to the Insured Equipment and/or Cargo whichever is the greater.

### 7 Sue and labour

reasonable costs and expenses incurred by You to prevent or minimise any Damage covered by Section 1 (Insured Equipment) and/or Section 3 (Cargo).

Subject to a Sub-limit of 25% of the value of the Insured Equipment and/or Cargo.



# Claims Conditions

Failure to comply with Claims Conditions 2 to 6 will result in a claim being rejected or settlement being reduced unless in Our opinion such failure has not prejudiced Our investigation, defence or mitigation of the claim.

## 1 Notification to Us

You must notify Us as soon as reasonably possible of any:

- A) circumstances or incident which might give rise to a claim under this policy or
- B) claim made against You.

You will still be covered if You fail to give such notification provided that the claim, circumstances or incident (whichever You are aware of first) is notified to Us within three months from the time You first became aware of it provided that in Our opinion the delay in notification:

- 1) has not prejudiced Our investigation, defence or mitigation of the claim and
- 2) has not materially influenced the renewal of, or Our underwriting of this policy.

Claims must be notified to:

Transportation Claims  
Royal and Sun Alliance Insurance plc  
17 York Street  
Manchester  
M2 3GR

Telephone during normal working hours                      0161 235 3876

Facsimile    0161 235 3903

e-mail    marinetransportation.claims@uk.rsagroup.com

## 2 Notification to the police

You must give immediate notice to the police in respect of theft or malicious damage giving rise (or which may give rise) to a claim under this policy.

## 3 Claims control & co-operation

In respect of any claim under this policy You must:

- A) send to Us as soon as possible a detailed claim in writing and supply copies of correspondence or such further particulars as may be reasonably required by Us.
- B) at all times give Us full co-operation.
- C) allow Us at Our option to take over and conduct in Your name the defence or settlement of any claim or to institute or prosecute in Your name for Our benefit any claim for indemnity or damages or otherwise and allow Us full discretion in the conduct of any proceedings or in the settlement of any claim.
- D) allow Us to act as necessary for the purposes of enforcing any rights and remedies and obtaining relief or indemnity against other parties.

- E) not admit liability nor make any offer, promise or payment nor give indemnity without Our written consent.

## 4 Responsible parties

You must take all reasonable steps to hold responsible any party who has (or may have) a liability in respect of any incident giving rise (or which may give rise) to a claim under this policy, including the giving of written notice in due time and ensuring that any time limit is protected.

## 5 Legal process

If You receive any writ, summons and/or legal process relating to a claim under this policy You must immediately upon receipt:

- A) advise Us verbally, or by facsimile or e-mail and
- B) forward the document to Us unanswered.

## 6 Waiver of subrogation

You must not grant any waiver of recourse to any third party without Our prior agreement other than in respect of Insured Equipment where You may waive such rights of recourse against Your principals and/or Your contractors and/or other parties interested in the contract and/or the operation provided that such waiver is part of the agreed contract between You and Your principals and/or other parties to the contract.

## 7 Rights of recovery

Upon the payment of any claim, all Your rights and remedies against such other parties will be subrogated to Us and We shall receive the benefit of any amount(s) recoverable from such other parties. In the event the net recovery received from any such other parties exceeds the amount paid by Us to You in respect of the claim, then We shall account to You for any such excess.

# Complaints Procedure

## Our commitment to customer service

**At RSA We are committed to going the extra mile for Our customers. If You believe that We have not delivered the service You expected, We want to hear from You so that We can try to put things right. We take all complaints seriously and following the steps below will help Us understand Your concerns and give You a fair response.**

### Step 1

If Your complaint relates to Your policy then please contact the sales and service team in the office which issued the policy or Your Broker. If Your complaint relates to a claim then please call the claims helpline number shown in Your policy booklet.

We aim to resolve Your concerns by close of the next business day. Experience tells Us that most difficulties can be sorted out within this time.

### Step 2

In the unlikely event that Your concerns have not been resolved within this time, Your complaint will be referred to Our Customer Relations Team who will arrange for an investigation on behalf of Our Chief Executive. Their contact details are as follows:

**Post:** RSA Customer Relations Team  
P O Box 255  
Wymondham  
NR18 8DP

**Email:** crt.halifax@uk.rsagroup.com

## Our promise to You

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep You informed of progress
- Do everything possible to resolve Your complaint
- Use the information from Your complaint to proactively improve Our service in the future.

Once We have reviewed Your complaint We will issue Our final decision in writing within 8 weeks of the date We received Your complaint.

## If You are still not happy

If You are still unhappy after Our review, or You have not received a written offer of resolution within 8 weeks of the date We received Your complaint, You may be eligible to refer Your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

**Post:** Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

**Telephone:** 0800 0234567 (free from standard land line, mobiles may be charged)  
0300 1239123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
**Web:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have six months from the date of Our final response to refer Your complaints to the Financial Ombudsman Service. This does not affect Your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

## Thank You for Your feedback

We value Your feedback and at the heart of Our brand We remain dedicated to treating Our customers as individuals and giving them the best possible service at all times. If We have fallen short of this promise, We apologise and aim to do everything possible to put things right.

## Fair Processing Notice

### How We use Your information

Please read the following carefully as it contains important information relating to the details that You have given Us. You should show this notice to any other party related to this insurance.

### Who We are

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving Your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, 'We' 'Us' and 'Our' refers to the Group unless otherwise stated.

### How Your information will be used and who We share it with

Your information comprises of all the details We hold about You and Your transactions and includes information obtained from third parties.

If You contact Us electronically, We may collect Your information identifier, e.g. Internet Protocol (IP) Address or telephone number supplied by Your Service Provider.

We may use and share Your information with other members of the Group to help Us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop Our services, systems and relationships with You;
- Understand Our customers' requirements;
- Develop and test products and services

We do not disclose Your information to anyone outside the Group except:

- Where We have Your permission; or
- Where We are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to Us, Our partners or You; or
- Where We may transfer rights and obligations under this agreement.

We may transfer Your information to other countries on the basis that anyone We pass it to provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which You provided it. Details of the companies and countries involved can be provided on request.

From time to time We may change the way We use Your information. Where We believe You may not reasonably expect such a change We shall write to You. If You do not object, You will consent to that change.

We will not keep Your information for longer than is necessary.

### Sensitive information

Some of the information We ask You for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about You or others except for the specific purpose for which You provide it and to carry out the services described in Your policy documents. Please ensure that You only provide Us with sensitive information about other people with their agreement.

### How to contact Us

On payment of a small fee, You are entitled to receive a copy of the information We hold about You. If You have any questions, or You would like to find out more about this notice You can write to:

Data Protection Liaison Officer,  
Customer Relations Office,  
RSA,  
Bowling Mill,  
Dean Clough Industrial Estate,  
Halifax  
HX3 5WA

