

Cargo Insurance

Insurance Product Information Document

XL Insurance Company SE / XL Catlin Insurance
Company UK Ltd



XL Insurance

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XL Insurance Company SE is a European public limited liability company regulated by the Central Bank
Registered Office is 8 St. Stephen's Green, Dublin 2, Ireland. Registered in Ireland No. 641686

The following summary does not contain the full terms and conditions of the contract which can be found in your policy documentation. The agreed limits of liability are specified in your policy schedule.

What is this type of insurance?

This is a Cargo insurance policy. All cover under this policy is afforded solely with respect to claims against an Insured during the policy period and reported to the insurer as required by this policy.



What is insured?

- ✓ Total and partial losses to goods, including costs of recovery and/or repairing goods
- ✓ Costs of returning damaged goods to manufacturers and/or suppliers for repair by air freight
- ✓ Costs of air freight and replacement goods from manufacturers and/or suppliers to destination, regardless whether the goods lost or damaged were originally despatched by air freight
- ✓ Goods during loading and whilst being packed by professional packers and whilst at professional packers premises and storage in the ordinary course of transit, containerisation and transhipping
- ✓ Additional charges incurred in unloading, storing and forwarding goods to the destination to which the goods are insured following release of goods from a vessel arrested or detained at or diverted to any other port or place where the voyage is terminated due to events set out in the policy
- ✓ Costs in connection to removing and disposing of the debris of any goods
- ✓ Costs in connection to the transfer of goods from one conveyance to another in the event of an accident to the original conveyance
- ✓ Loss or damage to goods whilst being transferred
- ✓ Loss or damage to goods caused by governmental authorities to prevent or mitigate a pollution, hazard or threat, where goods have been damaged as a result of the accident or occurrence which gave rise to the threat of pollution
- ✓ Additional expense incurred by you in discharging, handling, storing, reloading or transporting sound and/or damaged goods by

GENERAL EXCLUSIONS

- ✗ Loss or damage which at the time of happening of such loss or damage is insured by, or would, but for the existence of this policy, be insured by any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies has this policy not been effected
- ✗ Loss or damage to goods that comprise of arms and/or ammunition and/or any form of military goods
- ✗ Loss or damage to goods shipped on or above deck unless goods are in fully enclosed metal containers
- ✗ Loss or damage to goods whilst personally carried or which are shipped unpacked
- ✗ Loss or damage to goods due to or caused by electrical and/or electronic and/or mechanical breakdown and/or derangement
- ✗ Loss or damage to goods on voyages/transit to or from or via any territory or area not listed in the schedule
- ✗ Loss or damage to goods caused by carriage by a Ro-Ro passenger ferries, passenger vessels transporting more than twelve (12) passengers, oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 gross registered tonnes or more, all other cargo ships and mobile offshore drilling units of 500 gross registered tonnes or more, carried by Vessel that does not hold a valid ISPS Code

INSTITUTE CARGO CLAUSES EXCLUSIONS

- ✗ Loss damage or expense attributable to wilful misconduct

any means other than the normal methods or other than at normal rates.

- ✓ Loss or damage in the event of exercising a right of lien on goods, or interrupting their transit, or suspending the sale contract whilst goods are in transit when it is practicable for you to do so to safeguard your interest

INSTITUTE CARGO CLAUSES (A)

- ✓ All risks of loss of or damage to the subject-matter insured

INSTITUTE CARGO CLAUSES (B)

- ✓ Refer to Wording

INSTITUTE CARGO CLAUSES (C)

- ✓ Refer to Wording

INSTITUTE STRIKES CLAUSES (CARGO)/INSTITUTE STRIKES CLAUSES (AIR CARGO)

- ✓ Loss of or damage:
 - caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - caused by any act of terrorism
 - caused by any person acting from a political, ideological or religious motive

INSTITUTE WAR CLAUSES (CARGO)/ INSTITUTE WAR CLAUSES (AIR CARGO)/ INSTITUTE WAR CLAUSES (Sendings by Post)

- ✓ Loss of or damage caused by:
 - war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power and capture seizure arrest restraint or detainment, arising therefrom
 - derelict mines, torpedoes, bombs or other derelict weapons of war



What is not insured?

- ✗ Claims or the provisions of any benefit where doing so would breach any United Kingdom, EU or UN sanction, prohibition or restriction imposed by law or regulation
- ✗ The supply or movement from one country to any embargoed territory listed by the United Kingdom, EU or UN of controlled goods, military goods or dual use goods, including rifles, shotguns and antique fire arms
- ✗ Expense incurred in consequence of or to

- ✗ Ordinary leakage, ordinary loss in weight or volume
- ✗ Loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by you or your employee
- ✗ Loss damage or expense caused by inherent vice or nature of the subject-matter insured
- ✗ Loss damage or expense caused by delay, even though the delay be caused by a risk insured against
- ✗ Loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, you are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage
- ✗ Loss damage or expenses arising from unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where you are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded
- ✗ Loss damage or expenses arising from unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by you or your employees and they are privy to such unfitness at the time of loading



Are there any restrictions on cover?

- ! Endorsements may apply to your policy. These will be shown in your policy documents.



Where am I covered?

- ✓ This insurance covers you in the territories listed in the schedule.



What are my obligations?

- Inform us about any changes in information you have provided to us
- Give notice of any occurrence which might give rise to a claim
- Hold liable any responsible party to give receipts where goods are in doubtful condition

- Give notice to the carriers within three (3) days of delivery of any loss which was not apparent at the time of taking delivery
- Apply for survey by carriers' and other bailees' representatives if any loss or damage is apparent and claim on the carriers or other bailees for any act or loss or damage found in such survey
- Notify the police of any theft, malicious damage or other crime
- Notify the claims handler within seven (7) days of any event or riot
- Pass onto the claims handler, unanswered, all communications from third parties
- Do not admit liability, offer to settle, compromise or make a payment in respect of any event
- 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 defective or irregular seals for subsequent identifications
- Avoid, minimise or mitigate any loss or damage
- Sign and return within fourteen (14) days duly signed or comment constructively upon any statement of truth which we may require from you for prosecution or defence of any claim
- Search for and provide any documents that may be required for the purpose of prosecution or defence of any claim within fourteen (14) days of the request and to sign and return within seven (7) days any disclosure statement
- Do not leave the location unattended and put into effect the additional temporary safeguards as required by us
- Give instructions as soon as practicably possible to the maintenance company to carry out necessary repairs
- Notify us as soon as practicably possible if you have received notification from the police that they have withdrawn, will withdraw, or are considering withdrawal of response to alarm calls
- Notify us as soon as practicably possible if failure of the telecommunication lines used to transmit alarm signals from the location occurs
- Notify us as soon as practicably possible if all locks, padlocks and all other protections provided for the security of the location shall be put into full and effective operation at all times when the location is closed for business and all other appropriate times
- Notify us as soon as practicably possible if not all goods are kept on wooden pallets or metal racking at least ten (10) centimetres above floor level
- Notify us as soon as practicably possible if any containers, cases, packages, or packaging shows any signs of damage at the time of arrival at final destination such containers, cases, packages are immediately unpacked
- Report to us as soon as practicably all returned and/or rejected shipments
- All vessels used for sea transit must comply with the Institute Classification Clause 01/01/2001.CL.354
- You must assist us in all respects to pursue rights of recovery against sellers or any other responsible third party
- You must take all practicable steps to protect goods
- You must enforce the sale contract or if this is not possible to expedite the sale of goods to another party or their return to the seller
- You must not disclose this cover to any other interested party
- For any unattended own vehicle you must ensure that all doors, windows and other openings must be left closed, securely locked and properly fastened
- Any own vehicle left unattended must be either garaged in a building which is securely closed and locked or parked in a compound secured by locked gates
- For any unattended own vehicle you must ensure that steering column lock, immobiliser and alarm, where fitted, must be in efficient working order and duly operated
- Goods contained in any own vehicle must be removed from view whenever possible



When and how do I pay?

For full details of when and how to pay, the insured should contact its broker.



When does cover start and end?

This insurance covers a period of time as specified in the schedule.



How do I cancel the contract?

You can cancel this insurance at any time by contacting your broker. After the cooling off period, provided you have not made a claim, you will be entitled to a refund of any premium paid, subject to a deduction for any time for which you have been covered.