**Marine Cargo Policy Summary**

**Insurance type**

The Marine Cargo Policy covers the subject matter insured stated in the Policy Schedule during the period shown in the schedule, whilst in transit, or stored in the ordinary course of transit, for the voyages specified within the policy.

**Insurer**

CNA Hardy

**Regulation**

CNA Hardy are regulated by the Financial Conduct Authority and the Prudential Regulation Authority

**Policy Coverage**

Accidental damage, destruction and physical loss to your goods whilst in transit or stored in the ordinary course of transit, subject to the policy clauses, conditions and exclusions.

**Maximum value of goods to be insured**

GBP 5,000

**Cancellation**
Subject to 30 days Notice of Cancellation by either side in respect of Marine Risks and seven days notice in respect of War and Strikes Risks except for voyages to or from United States of America where 48 hours notice shall apply in respect of Strikes Risks. Such cancellations, however, shall not apply to any transit risk or risks which shall have attached at the time such cancellation becomes effective.

**Excluded Goods**

* Antiques, Artwork and Jewellery
* Arms, Ammunition, Military Equipment and any similar goods which should properly be subject to the Export Control Order 2008.
* Bagged Goods (Non-Containerised)
* Bonds, Deeds, Manuscripts, Securities and Plans
* Bulk and Break Bulk Cargoes
* Bullion
* Cash and Credit Cards
* Cement
* Cigars, Cigarettes, Tobacco and Tobacco Products
* Computer Chips, CPUs and Circuit Boards
* Furs, Skins and Hides
* Hazardous, Restricted or Controlled Goods
* Household Goods and Personal Effects
* Livestock, Plants and Animals
* Motor Vehicles
* Perishable Foodstuffs and other temperature sensitive commodities
* Precious Metals and Stones
* Scrap Metals
* Stamps and Treasury Notes
* Unprotected or Unpacked Goods

**Principal Policy Exclusions**

Excluding 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.
* 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.
* Excluding scratching, denting, marring and/or chipping and claims for repainting on unpacked unprotected items, or items which are not packed in fully enclosed crates.
* Excluding rust, oxidisation and discolouration on unpacked, unprotected items, or items which are not packed in fully enclosed crates.
* Excluding mechanical and/or electrical and/or electromagnetic derangement unless caused by a peril insured against.
* Acts of terrorism outside the ordinary course of transit.
* Electrical and/or Electronic and/or Mechanical Derangement.

**Duty of Disclosure**

Before you enter into a contract of insurance with Underwriters, you have a legal duty to disclose to Underwriters every matter that you know or could reasonably be expected to know which is relevant to Underwriters’ decision to accept the risk of insurance and on what terms.

You have the same duty of disclosure before you renew, vary, extend or reinstate a contract of insurance.

Your duty does not require you to disclose a matter:

* That diminishes the risk accepted by Underwriters.
* That is of common knowledge.
* That Underwriters know, or in the ordinary course of business, should know.

**Law and Practice**

The Policy is subject to English Law and Practice.

**Procedure in the event of a loss**

As soon as you become aware of a loss which might give rise to a claim under this Policy immediate notice of such loss or damage must be given to:

MANCHESTER – UK North

CNA Insurance Co Ltd

7th Floor

1 New York Street

Manchester

M1 4HD

Tel No: +44 161 242 4410

Fax No: +44 161 242 4411

Where possible the initial notification should include details of:

* Method of conveyance (e.g. vessel name/air/road conveyance)
* Voyage/transit
* Description and Value of Cargo Insured
* Nature, cause and extent of loss
* Approximate Value of claim
* Location and contact details where cargo can be inspected
* Irrespective of the potential amount of loss or damages the following steps must be taken:
* Immediate notice must be given in writing to all third parties, carriers, Port Authorities or other
* Bailees who may be responsible for the loss or damage formally holding them liable for the loss
* or damage. If the loss or damage was not apparent at the time of taking delivery notice in writing
* must be provided to the third parties, carriers, Port Authority and/or other bailees within three
* days of delivery.
* In no circumstances, except under written protest, should you sign the delivery receipt as having received the consignment in good order where the goods are received in doubtful condition or
* unexamined. Any signs of damage and/or shortage must be recorded on the delivery receipt.
* Immediately notify the police in respect of losses where a crime such as theft, arson or malicious damages is suspected and retain the police crime number.

It should be noted that it is the duty of the Assured and their agents to take all possible measures and steps in averting and/or minimising the loss and to ensure that all rights against Carriers and/or other Third Parties are properly preserved and excised. Failure to do so may prejudice your claim with Insurers.

The following documents will be needed to be provided in support of the claim:

* Original Certificate of Insurance
* Bill of Lading, Air Waybill and/or Consignment Note
* Suppliers or Sales Invoice or other evidence of valuation
* Packing List or specification
* Delivery Receipt and/or Proof of Delivery
* Out turn Report and/or Landing Account
* Copies of correspondence exchanged with the carriers and/or third Parties formally holding them liable for this loss

Subrogation

The Insurer shall, on payment of any loss hereunder, be subrogated to the extent of such payment to all rights of recovery by the Assured against any person or corporation, private or municipal, and the Assured shall assign all such rights of action to the Insurer or to any person acting on its behalf. The Assured further agrees to render all reasonable assistance in such action. The Insurer shall not be liable for any loss, which, without its consent, has been settled or compromised with any other party.

**Complaints Procedure**

It is our intention to provide you with a first class service. However there may be occasions when you feel that this objective has not been achieved. If you are dissatisfied with any aspect of the service that you receive, please contact your usual insurance advisor or:

The Claim Manager

CNA Hardy

7th Floor

1 New York Street

Manchester

M1 4HD

Tel No: +44 161 242 4410

Fax No: +44 161 242 4411

Please provide the following information with your complaint:

1. Quote the policy and/or claim number

2. Identify the name of any claims handling organisation with whom you have been dealing and their reference number

3. State 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:

Chief Executive Officer

CNA Hardy

20 Fenchurch St

London

EC3M 3BY

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 No. +44 (0)20 7600 3333

Facsimile No. +44 (0)20 7696 8999

Email address info@abi.org.uk

CNA Hardy 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 No. 0845 080 1800

Email address enquiries@financial-ombudsman.org.uk

Website www.financial-ombudsman.org.uk

The Financial Ombudsman Service will become involved if you are an eligible complainant as defined by the rules of the Financial Conduct Authority.

The existence of this complaints procedure does not affect any right of legal action you may have against CNA Hardy.