

About NMU

Northern Marine Underwriters Limited (NMU) is a Service Company of Watkins Syndicate at Lloyd's of London. This means that, ultimately, this Insurance is underwritten at and has the added protection of the Lloyd's market.

However, all underwriting is done and documentation is issued by NMU, who also handle any claims negotiations and settlements.

Service Standards

OUR aim is to deliver the highest level of customer service. If something goes wrong and **YOU** are unhappy, **WE** will try **OUR** very best to resolve the situation to **YOUR** satisfaction.

WE hope that **YOU** will never have cause for complaint, but **WE** also recognise that things can occasionally go wrong; therefore, details of **OUR** complaint handling procedure can be found at page 15.

Your Policy

YOUR NMU Forwarders' Liability Policy comprises this Wording, the Schedule and any Endorsements. These parts should be read together, as one document.

Please take a moment to check the Policy, to ensure that it meets **YOUR** needs. If there are any discrepancies, please report them to **YOUR** insurance broker.

IF **YOU** ARE IN ANY DOUBT AS TO WHETHER THIS INSURANCE MEETS **YOUR** NEEDS, **YOU** SHOULD SEEK INDEPENDENT PROFESSIONAL ADVICE.

Policy Limits

The limits of liability or sums insured under each section are shown in the Schedule.

Defined Terms

Where a word is defined to have a special meaning, it is printed like this: **YOU**

Important Terms

Where a word is emphasised, to highlight its importance, it is printed like this: **MUST**

Conditions Precedent to Liability

Section D contains conditions that are particularly important.

IF **YOU** DO NOT COMPLY WITH THEM FULLY, THEN CLAIMS MAY NOT BE PAID.

Arrangement of Sections

To make this Wording easier to understand, it is arranged into sections:

Table of Contents	2
A Introduction	4
B Liabilities	5
C Own Goods and Equipment	7
D Conditions Precedent to Liability	9
E General Terms.....	11
F Exclusions.....	12
G Service Standards.....	15
H Claims Procedure.....	16
I Defined Terms.....	17

A Introduction

1	Law and Jurisdiction.....	4
2	Utmost Good Faith.....	4
3	Material Facts.....	4
4	Cancellation	4
5	Insurance Premium Tax.....	4
6	Declaration and Adjustment.....	4

B Liabilities

1	Third Party Property.....	5
2	Issuing Carriage Documentation.....	5
3	Third Party Containers.....	5
4	Debris Removal	5
5	Mitigation Costs.....	5
6	Errors and Omissions	6
7	General Average and Salvage Charges	6
8	Legal Defence Costs and Expenses.....	6
9	Third Party Property under Lien	6

C Own Goods and Equipment

1	Own Goods	7
2	Loading and Handling Equipment.....	8
3	Personal Effects.....	8
4	General Average and Salvage Charges	8
5	Underinsurance	8

D Conditions Precedent to Liability

1	Conditions of Business.....	9
2	Due Diligence.....	9
3	Reasonable Precautions.....	9
4	Employee References	9
5	Subcontractors	9
6	Own Vehicle Locking and Anti-Hitching	10

E General Terms

1	Theft-Attractive Goods	11
2	Number of Parties Insured.....	11
3	Fraud	11
4	Contract (Rights of Third Parties) Act	11

F General Exclusions

1	Misconduct.....	12
2	Fraud	12
3	Insolvency	12
4	Excluded Goods.....	12
5	War and Similar Risks	12
6	Confiscation	12
7	Cyber Risks.....	12
8	Date Recognition Failure.....	13
9	Sonic Boom.....	13
10	Delay and Consequential Loss	13
11	CMR Consignment Note	13
12	Cash on Delivery	13
13	Agreed Value	13
14	Uplifted Limitation or Extended Liability	13
15	Special Interest	13
16	CMR Derogation	13
17	Deterioration.....	13
18	Contamination.....	13
19	Chartering, Management or Operation.....	13
20	Currency Fluctuations.....	13
21	Contribution	14

G Service Standards

.....	15
-------	----

H Claims

1	Claims Procedure.....	16
2	Control of Claims	16
3	Subrogation	16
4	Counterclaims (Unpaid Freight)	16
5	Settlement Options	16

I Definitions

1	Defined Terms.....	17
2	Geographical Descriptions.....	17

1 Law and Jurisdiction

UNLESS OTHERWISE SPECIFIED in the Schedule, this Insurance is subject to English law and practice and to the exclusive jurisdiction of the English courts sitting in London.

2 Utmost Good Faith

Insurance is a contract of the utmost good faith, and if this is not observed by **YOU, WE** may be entitled to avoid the Policy.

3 Material Facts

The information provided in a proposal form or otherwise, by **YOU** or on **YOUR** behalf, prior to inception, forms the basis of this contract.

If at any time after inception of this Insurance there is a material change in **YOUR OPERATIONS**, **YOU** MUST advise **US**, and **WE** reserve the right to amend the rates, terms and conditions of this Insurance.

4 Cancellation

This Insurance may be cancelled by **YOU** or **US** giving 30 days' notice in writing, to take effect from midnight on the date of issue.

But, if the premium or any instalment (including under a credit agreement) is not paid by **YOU** when it falls due, then this Insurance will be cancelled immediately and no return of premium will be allowed.

5 Insurance Premium Tax

WE will calculate **YOUR** tax liability, and **YOU** MUST pay all amounts due.

Late notification by **US** of tax due as a result of *de minimis* rules being exceeded or any other reason will not reduce or negate **YOUR** liability to pay the tax.

6 Declaration and Adjustment

For the purposes of premium adjustment, **YOU** MUST declare all revenues and other figures on which premium is based within the time limit specified in the Schedule.

If this Policy requires periodic declarations, then **YOU** MUST maintain an accurate record of all revenues and other figures on which premium is based AND make that record available to **US** at any reasonable time.

If declarations are not made within the period specified in the Schedule, then, where applicable, a surcharge on the deposit premium will be made based on the estimates given; BUT, this will not negate the requirement for **YOU** to subsequently make those declarations and to pay any additional premium due.

Subject to the conditions, restrictions and exclusions in this Wording, the Schedule or any Endorsement, AND ONLY in connection with **YOUR OPERATIONS** as specified in the Schedule, **WE** will indemnify **YOU** up to the limits specified in the Schedule:

1 Third Party Property

against **YOUR** liability for

- A) physical loss of or damage to **PROPERTY**, or
- B) financial loss consequent upon loss, damage or misdelivery of **PROPERTY**, BUT ONLY where **YOU** have contracted on terms that provide for the exclusion or limitation of such liability

either

- 1) under a contract subject to **YOUR** trading conditions or Statute or International Convention as specified in the Schedule, or
- 2) where **YOUR** trading conditions have been incorporated into the contract but cannot be enforced at law, or where any statutory limitation of liability is set aside by a Court of Law, or
- 3) where **YOU** have failed to successfully incorporate **YOUR** trading conditions, PROVIDED ALWAYS THAT
 - a) **YOU** ordinarily take reasonable steps to ensure their incorporation, AND
 - b) any failure to notify and incorporate the conditions has resulted solely from a clerical or administrative error;

2 Issuing Carriage Documentation

ONLY IF so stated in the Schedule,

against **YOUR** liability under combined transport or house bills of lading or air waybills (or any similar carriage documentation agreed to by **US** in writing) issued by **YOU**,

PROVIDED ALWAYS THAT

- i) **YOU** MUST NOT sign such documents "as carrier" or in any other form having the same effect, AND
- ii) as far as permitted by law, **YOU** MUST obtain back-to-back bills of lading or waybills on like terms, AND
- iii) air waybills issued by **YOU** MUST contain the limitation statement in the form prescribed by the Warsaw Convention, as amended;

3 Third Party Containers

against **YOUR** liability as carrier for loss of or damage to containers not owned by, leased to or hired to **YOU**, but which are bailed to **YOU**;

4 Debris Removal

for costs and expenses, reasonably and necessarily incurred by **YOU**, directly in respect of

- i) removing debris of damaged **PROPERTY**, or
- ii) transshipment or recovery of **PROPERTY**,

following a road traffic accident involving a conveying **VEHICLE** owned or operated by **YOU** or under **YOUR** direct control,

BUT EXCLUDING any costs incurred solely to avoid a pollution hazard;

5 Mitigation Costs

for additional costs and expenses, necessarily and reasonably incurred by **YOU** with **OUR** PRIOR APPROVAL for the safe delivery of **PROPERTY**, consequent upon and relating to or incurred to mitigate or avoid any claim or potential claim otherwise recoverable under this Insurance;

6 Errors and Omissions

ONLY WHERE such claims are made against **YOU** during the policy period, against **YOUR** liability under **YOUR** trading conditions as specified in the Schedule arising from YOUR breach of duty by reason of any negligent act, negligent error or negligent omission, caused by a failure to comply with instructions, faulty arrangements or clerical errors; BUT, IN ADDITION TO THE GENERAL EXCLUSIONS IN SECTION F, **WE** WILL NOT INDEMNIFY **YOU** for claims made

- a) arising from circumstances first notified to **YOU** prior to inception of this Insurance;
- b) in respect of, fraudulent, criminal or malicious acts or omissions of **YOU** or **YOUR** predecessors or by any person at any time employed by **YOU** or **YOUR** predecessors;
- c) as a result of **YOUR** insolvency;
- d) as a result of any inability to pay or collect any monies;
- e) by any Government Authority;
- f) as a result of defamation;
- g) as a result of death or disease of or bodily injury to any person;
- h) as a result of **YOUR** acting as principal for the charter of the whole or part of any vessel or aircraft;
- i) for failure to comply with instructions to arrange Insurance or for the inadequacy of such Insurance;
- j) for loss of or damage to **PROPERTY**;
- k) for liability as an employer to employees;
- l) for any professional advice given;
- m) for any fines or penalties relating to T-Forms and the like;
- n) for any increased limitation of liability under the applicable contractual conditions, unless agreed by **US** in writing PRIOR TO such increased limitation of liability attaching;
- o) for breach of duty of care or any other claim where the claimant has no contractual relationship with **YOU**;
- p) for failure to comply with any Quota regulations or to make any Quota application;

7 General Average and Salvage Charges

for General Average and Salvage Charges, adjusted and determined according to the contract of affreightment or governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause EXCEPT those excluded elsewhere in this Insurance;

8 Legal Defence Costs and Expenses

in addition to other limits expressed in the Schedule, for legal costs and expenses incurred with **OUR** prior consent in defending any claim against **YOU** under this Insurance;

9 Third Party Property under Lien

against **YOUR** liability under **YOUR** contractual conditions as specified in the Schedule for loss of or damage to **PROPERTY** upon which **YOU** are properly exercising a lien.

Subject to the conditions, restrictions and exclusions in this Wording, the Schedule or any Endorsement, AND ONLY in connection with **YOUR OPERATIONS** as specified in the Schedule, **WE** will indemnify **YOU** up to the limits specified in the Schedule:

1 Own Goods

for loss of or damage to

- A) **YOUR** own sheets, ropes, chains and toggles whilst on or in any **VEHICLE** owned or operated by **YOU** or under **YOUR** control; or
- B) **YOUR OWN GOODS** WHILST IN TRANSIT on or in any **VEHICLE**,
BUT, IN ADDITION TO CONDITON PRECEDENT D6, whenever **VEHICLES** owned or operated by **YOU** or in **YOUR** care custody or control are left unattended outside the normal working day, THEY MUST BE
 - i) garaged in a securely locked building of substantial construction, or
 - ii) parked in a manned, secure compound;

AND, IN ADDITION TO THE GENERAL EXCLUSIONS IN SECTION F, **WE** WILL NOT INDEMNIFY **YOU** for loss or damage

- a) of or to **VEHICLES** or containers;
- b) of or to mobile or satellite telephones; computer equipment and peripherals, laptop and handheld computers, PDAs and the like; audio, audio-visual, camera and photographic equipment of every description; satellite navigation and speed camera detection or warning equipment and the like; and associated software and accessories;
- c) of or to unpacked or unprotected goods caused by rust, oxidation, discolouration, scratching, chipping, denting or bruising, or the cost of repainting;
- d) caused by ordinary leakage loss in weight or volume or wear and tear, or gradual deterioration, or depreciation;
- e) caused by unsuitability or inadequacy of packing or preparation of the goods to withstand the ordinary rigours of transit;
- f) caused by inherent vice or the nature of the goods;
- g) caused by delay;
- h) caused by electrical or mechanical derangement or disturbance;
- i) caused by atmospheric or climatic conditions;

FOR THE PURPOSES OF THIS CLAUSE,

“unattended” shall mean all times when the driver or other employee to whom goods are entrusted does not have the **VEHICLE**, container or goods under direct observation and is not close enough and fit and able to have a reasonable prospect of deterring or attempting to prevent any interference with or theft of the goods;

“normal working day” shall mean all times when the **VEHICLE** is specifically being used for the carriage of **OWN GOODS**, excluding overnight stops and all use by the driver solely for social, domestic or pleasure purposes;

YOUR FAILURE TO BRING THESE PROVISIONS TO THE ATTENTION OF THE DRIVERS OF SUCH **VEHICLES** SHALL NOT AFFECT THE APPLICATION OF THIS CLAUSE;

2 Loading and Handling Equipment

ONLY WHILST on any **VEHICLE** owned or operated by **YOU**,
for loss of or damage to equipment specifically designed for handling goods or the loading
or unloading of such **VEHICLE**, AND belonging to **YOU**, or hired, loaned or leased to **YOU**,
UP TO the market value at the time of loss, SUBJECT ALWAYS to the limits in the Schedule;
BUT, IN ADDITION TO THE EXCLUSIONS IN SECTION F, **WE** WILL NOT INDEMNIFY **YOU** for

- a) loss of or damage to **VEHICLES** or containers;
- b) damage to or bursting of tyres;
- c) loss or damage caused by electrical or mechanical breakdown or derangement;
- d) loss or damage caused by wear and tear or gradual deterioration, or depreciation;
- e) loss or damage caused by rust, oxidation, discolouration, scratching, chipping, denting or bruising, or the cost of repainting;

3 Personal Effects

for loss of or damage to **YOUR** own personal effects or those of the driver in **YOUR** employ
whilst in any **VEHICLE** owned or operated by **YOU** or under **YOUR** control;
BUT, **WE** will not indemnify **YOU** for loss or damage

- a) of or to mobile or satellite telephones; computer equipment and peripherals, laptop and handheld computers; audio, audio-visual, camera and photographic equipment of every description; portable electronic games, PDAs and the like; satellite navigation and speed camera detection or warning equipment and the like; MP3 or MP4 players and the like; and associated software and accessories;
- b) of or to watches, jewellery, monies or documents of every description;
- c) caused by wear and tear;
- d) caused by electrical or mechanical derangement or disturbance;

4 General Average and Salvage Charges

for General Average and Salvage Charges, adjusted and determined according to the contract of affreightment or governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause EXCEPT those excluded elsewhere in this Insurance.

PROVIDED ALWAYS THAT:

5 Underinsurance

if, at the time of loss or damage, subject matter insured under this Section C is of greater value than any declared sum insured or the applicable limit expressed in the Schedule, then **YOU** will be considered as being **YOUR** own insurer for the difference and will bear a rateable share of such loss or damage.

It is a condition precedent to **YOUR** right to indemnity under this Insurance that:

1 Conditions of Business

YOU MUST during the **PERIOD** of this Insurance continuously trade under the contractual conditions identified in the Schedule or such other conditions as may be approved by **US** in writing;

AND, except where statutory regimes apply, **YOU** MUST take all reasonable steps to ensure that such conditions are properly incorporated into all contracts entered into by **YOU** with **YOUR** customers;

2 Due Diligence

YOU MUST act with due diligence, taking reasonable precautions for the safety of **PROPERTY** and to ensure that the incidence and effect of any claim are minimised; FOR THE AVOIDANCE OF DOUBT, BUT WITHOUT PREJUDICE TO THE GENERALITY OF THIS PROVISION, **YOU** MUST:

- A) maintain all **VEHICLES** and equipment in an efficient and roadworthy condition;
- B) only use **VEHICLES** that are fit to carry any particular load;
- C) ensure that **YOU** have access to an adequate supply of fuel for the **VEHICLE** or any refrigeration machinery, to complete the intended journey or custody period;

3 Reasonable Precautions

YOU MUST at **YOUR** own expense take all reasonable precautions to prevent or minimise any liability, expense, loss or damage that falls within the indemnity provided by this Insurance;

4 Employee References

YOU MUST obtain and retain satisfactory references from reliable sources for all **YOUR** employees engaged after inception of this Insurance and prior to entrusting them with administration, **VEHICLES**, equipment, **OWN GOODS** or **PROPERTY**;
any verbal references MUST be recorded in writing at the time given;
all references MUST be made available to **US** on request;

5 Subcontractors

YOU MUST ensure that all subcontractors

- A) are fully insured and agree in writing to fully indemnify **YOU** for any loss, damage, liability or expense, and are financially able to do so if such insurance does not respond to any claim; AND
- B) do not accept a lesser liability than **YOU**;

but these conditions 5(A) and 5(B) shall not apply

- 1) where **YOU** have failed to comply with them, provided always that:
 - a) **YOU** ordinarily take reasonable steps to ensure compliance, AND
 - b) any failure to comply has resulted from a clerical or administrative error; or
- 2) to any sub-contractor acting as a shipping line, airline, railway or port operator;

WHERE REQUIRED by the CMR Convention or otherwise, **YOU** MUST ensure that a consignment note in proper form is passed to any subcontractor along with the **PROPERTY**;

6 Own Vehicle Locking and Anti-Hitching

whenever **VEHICLES** owned or operated by **YOU** or in **YOUR** care custody or control are left unattended **YOU** MUST ensure that

- A) all doors, windows and other access points have been securely shut and locked, AND
- B) all security devices have been put into effect, AND
- C) the keys have been removed from the **VEHICLE**, AND
- D) unattached or detached trailers have an anti-hitching device attached and in effect;

FOR THE PURPOSES OF THIS CLAUSE,

“unattended” shall mean all times when the driver or other employee to whom goods are entrusted does not have the **VEHICLE**, container or goods under direct observation and is not close enough and fit and able to have a reasonable prospect of deterring or attempting to prevent any interference with or theft of the goods;

YOUR FAILURE TO BRING THESE PROVISIONS TO THE ATTENTION OF THE DRIVERS OF SUCH **VEHICLES** SHALL NOT AFFECT THE APPLICATION OF THIS CLAUSE;

1 Theft-Attractive Goods

Liability for loss of or damage to theft-attractive goods, such as:

- a) audio, visual, and audio-visual equipment or accessories, including all such portable or hand-held devices;
photographic equipment and cameras of every description, lenses;
computer and peripheral equipment of every description;
laptop and handheld computers, including PDAs and multi-purpose devices;
satellite navigation and speed camera detection or warning equipment;
game consoles and portable electronic games;
mobile or satellite telephones;
AND any components, parts, accessories, or associated software;
- b) clothing, apparel or footwear;
- c) jewellery, watches or perfumes;
- d) precious stones or metals;
- e) non-ferrous metals in raw, scrap or ingot form;
- f) prescription pharmaceutical products;
- g) processed tobacco or tobacco products;
- h) spirits or fortified wines;

is covered only to the Theft Attractive Goods limit specified in the Schedule, unless carried without **YOUR** knowledge either in sealed containers or as part of a groupage load.

2 Number of Parties Insured

Where the **INSURED** named in the Schedule comprises more than one party, each of those parties shall for the purpose of this Insurance be considered as a separate and distinct entity, and the words **INSURED**, **YOU** and **YOUR** shall be construed as applying to each party in the same manner as if a separate Insurance had been issued to each of them.

WE agree to waive all rights of subrogation or action which **YOU** may have or acquire against any **INSURED** arising out of any **EVENT** in respect of which any claim is made hereunder.

NEVERTHELESS each and every **INSURED** agrees that they shall each be jointly and severally liable for any monies due under this Insurance.

AND, notwithstanding the number of parties who may claim under this Insurance, the total amount payable, including interest and legal costs and expenses, in respect of all claims arising out of any **EVENT** shall not exceed such amount as would be payable if there were one party constituting the **INSURED**.

3 Fraud

WE shall be entitled to terminate this Insurance from the date on which:

- a) a claim is made by fraudulent means or is intentionally exaggerated, or
- b) any false statement or declaration is made

by **YOU** or any party acting for **YOU** with the intention of obtaining benefit from this Insurance.

4 Contracts (Rights of Third Parties) Act

The right of any individual, firm or company who is not party to this contract of Insurance under the Contracts (Rights of Third Parties) Act 1999 (or any successive legislation) to enforce any term of this Insurance is hereby excluded, but this does not affect any right or remedy of such third party that is otherwise available to them.

WE WILL NOT INDEMNIFY YOU:**1 Misconduct**

to the extent that **YOUR** deliberate or reckless conduct increases the degree of risk; or if, at the time of loss or damage, **YOUR** Transport Operator's Licence has been revoked;

2 Fraud

for loss, damage, liability or expense arising from any malicious, dishonest, fraudulent or criminal act or omission of the **INSURED**, its partners or directors;

3 Insolvency

for loss, damage, liability or expense arising from **YOUR** insolvency or financial default;

4 Excluded Goods

against **YOUR** liability for loss of or damage to

- a) bullion, bonds, securities, negotiable documents or instruments, deeds, passports, documents, monies of every description, tickets, stamps, pre-paid vouchers or cards, credit, charge, debit or fuel cards;
- b) goods forming in whole or part any household, office or factory removal;
- c) goods being towed using their own axle;
- d) trailers, unless mounted upon another **VEHICLE** and being carried for reward or noted as covered in the Schedule;
- e) goods classified as hazardous by regulatory authorities, unless **YOU** and any driver to whom such goods are entrusted are properly licensed and trained in their handling and carriage AND all applicable rules and regulations are complied with at all times;
- f) living creatures;

5 War and Similar Risks

for loss, damage, liability or expense caused by

- a) war, invasion, terrorism, politically-motivated acts, act of foreign enemy, hostilities (whether war be declared or not), military or usurped power, civil commotion, revolution, rebellion, insurrection or civil war;
- b) any weapon or device employing atomic or nuclear fission or fusion or other like reaction or radioactive force or matter;
ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
BUT, the exclusion in this sub-clause does not extend 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;
- c) any chemical, biological, bio-chemical or electromagnetic weapon;

6 Confiscation

for loss, damage, liability or expense arising from confiscation, requisition, embargo, nationalisation or destruction by any Government or Local Authority;

7 Cyber Risks

for loss, damage, liability or expense caused by the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, computer virus or malicious code, process or any other electronic system;

8 Date Recognition Failure

for loss, damage, liability or expense caused by or contributed to or arising from failure of any computer or similar equipment, program or system to identify, process or otherwise correctly deal with any changes in date;

9 Sonic Boom

for loss, damage, liability or expense caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

10 Delay and Consequential Loss

against **YOUR** liability for delay or consequential loss (including loss of market), or arising from inadequate or inaccurate documentation, unless otherwise provided for herein;

11 CMR Consignment Note

against **YOUR** liability under article 7(3) of the CMR Convention, where the consignment note does not contain the prescribed statement that the carriage is subject to the provisions of the Convention;

12 Cash on Delivery

against **YOUR** liability for failure to collect any "cash on delivery" charge, under article 21 of the CMR Convention or otherwise;

13 Agreed Value

against **YOUR** liability for any agreed value exceeding the prescribed limitation, under article 24 of the CMR Convention or otherwise under any equivalent provision of any applicable legal regime;

14 Uplifted Limitation or Extended Liability

against **YOUR** liability under ad valorem bills of lading or any other bills of lading or transit documentation that uplift the limitation within or extend the liability assumed by such documentation, unless otherwise agreed by **US** in writing;

15 Special Interest

against **YOUR** liability for any special interest in delivery or otherwise, under article 26 of the CMR Convention, clause 11(2) of the Road Haulage Association conditions of carriage or storage 1998, clause 12(3) of the Irish Road Haulage Association conditions of carriage 2002, clause 10.2 of the Freight Transport Association conditions of carriage 2002, or otherwise;

16 CMR Derogation

against **YOUR** liability under article 40 of the CMR Convention, by reason of **YOUR** assumption of a liability greater than that provided for in articles 37 (compensation) and 38 (insolvency) of the CMR Convention, unless otherwise agreed by **US** in writing;

17 Deterioration

against **YOUR** liability for loss of or damage to **PROPERTY** in transit arising from variation in temperature, unless carried in temperature-controlled **VEHICLES**, trailers or containers and caused by external accidental means;

18 Contamination

against **YOUR** liability for contamination or taint of any **PROPERTY**;

19 Chartering, Management or Operation

for expense or liability arising from **YOUR** chartering of, or **YOUR** interest in, the whole or part of any vessel or aircraft, or arising from the management or operation of any vessel or aircraft;

20 Currency Fluctuations

for expense or liability arising from any financial loss due to currency fluctuations;

21 Contribution

for loss, damage, liability or expense that is insured by or would, but for the existence of this Insurance, be insured by any other existing policy or policies; EXCEPT in respect of any additional sum beyond the amount which would have been payable under such other policy or policies had this Insurance not been effected.

1 Northern Marine Underwriters Limited

Northern Marine Underwriters Limited is authorised and regulated by the Financial Services Authority.

WE aim to provide **YOU** with a high quality service. If **YOU** are dissatisfied in any way, then please write to or telephone the office that issued this Policy and **WE** will do **OUR** best to resolve the problem.

If **YOU** are unhappy with the reply or explanation received, **WE** ask that **YOU** contact:

THE COMPLIANCE MANAGER	TEL 0161 236 3380
NORTHERN MARINE UNDERWRITERS LIMITED	FAX 0161 236 0633
FAULKNER HOUSE, FAULKNER STREET, MANCHESTER, M1 4DY	

WE will acknowledge **YOUR** communication within 5 business days of receipt, letting **YOU** know who will be dealing with **YOUR** problem and when **YOU** can expect a response.

WE will let **YOU** have a formal response within 20 business days. If that is not **OUR** final response, **WE** will let **YOU** know the reason why and when **YOU** can expect to receive **OUR** final response.

2 Munich Re Underwriting Limited

In issuing this Insurance, Northern Marine Underwriters Limited acts as agent for Watkins Syndicate (WTK/457) at Lloyd's.

If **WE** cannot resolve any problem to **YOUR** satisfaction, **YOU** may contact the Managing Agent for the Syndicate, Munich Re Underwriting Limited:

THE COMPLIANCE DIRECTOR	TEL 020 7886 3900
MUNICH RE UNDERWRITING LIMITED	FAX 020 7886 3901
ST HELENS, 1 UNDERSHAFT, LONDON, EC3A 8EE	

3 Lloyd's of London

Lloyd's is regulated by the Financial Services Authority.

Lloyd's has strict guidelines as to how complaints should be dealt with. **YOU** may, if the matter is still not resolved to **YOUR** satisfaction, or at any time, take **YOUR** concerns to Lloyd's:

POLICYHOLDER AND MARKET ASSISTANCE	TEL 020 7327 5693
LLOYD'S MARKET SERVICES	FAX 020 7327 5225
ONE LIME STREET, LONDON, EC3M 7HA	COMPLAINTS@LLOYDS.COM

4 Financial Services Authority

The Financial Services Authority is an independent non-governmental body established to regulate the financial services industry, under statutory powers granted by the Financial Services and Markets Act 2000.

FINANCIAL SERVICES AUTHORITY	TEL 020 7066 1000
25 THE NORTH COLONNADE, CANARY WHARF, LONDON, E14 5HS	

Further information about **YOUR** rights as a Policyholder and guidance about making complaints can be obtained by calling their consumer helpline: 0845 606 1234, or from their website: www.fsa.gov.uk/consumer

5 Financial Ombudsman Service

Where appropriate, the Managing Agent and Lloyd's will also give **YOU** details of the independent arbitration scheme administered by the Financial Ombudsman Service.

However, the Financial Ombudsman Service will only consider referral of **YOUR** complaint if **YOU** have given **US** the opportunity to resolve it and **WE** have not, or if **WE** do not resolve it within 40 working days (in which case **YOU** may contact them directly) AND **YOU ARE**

- a) a private policyholder; or
- b) a business with a group annual turnover of less than £1million; or
- c) a charity with an annual income of less than £1million; or
- d) a trust with a net asset value of less than £1million.

1 Claims Procedure

YOU MUST

- A) give immediate notice by telephone to the broker or (if applicable) the Claims Managing Company named in the Schedule of any loss of or damage to **PROPERTY**, or any clerical error or omission, having the potential to give rise to a claim under this Insurance; if necessary, the attendance of a surveyor will be arranged to protect **YOUR** position;
- B) give notice in writing with full particulars to the broker or (if applicable) the Claims Managing Company named in the Schedule of any other incident having the potential to give rise to a claim under this Insurance, even if **YOU** think that liability will not attach to **YOU**;
- C) notify the police immediately (on happening or discovery) of loss or damage resulting from theft, attempted theft or malicious damage having the potential to give rise to a claim under this Insurance, even if **YOU** think that liability will not attach to **YOU**;

THEN YOU MUST

- D) provide to **US**, at **YOUR** expense, as much information as possible (including approximate costs) about the claim, within thirty days, **BUT YOU SHOULD NOT** delay reporting a claim while gathering documentation;
- E) provide to **US** all reasonable assistance in handling the claim;
- F) forward to the broker or (if applicable) the Claims Managing Company named in the Schedule, unanswered and the same day or next working day, all legal proceedings (whether formally served or not) and communications from other parties in connection with the claim;

AND YOU MUST NOT admit or repudiate liability, or offer to settle, make any payment for, or compromise any claim.

2 Control of Claims

WE MAY

- A) begin or take over the defence of a claim or a prosecution made against **YOU** or any other party entitled to be indemnified by this Insurance;
- B) make a claim in **YOUR** name to recover a sum paid under this Insurance;
- C) represent **YOU** or any other party entitled to be indemnified by this Insurance at any inquiry, inquest or similar proceedings;
- D) appoint a legal or expert representative to protect or pursue **OUR** rights.

3 Subrogation

YOU or any other party entitled to be indemnified by this Insurance **MUST**, at **OUR** request and expense do everything **WE** reasonably require to enforce a right or remedy or to obtain relief or indemnity to which **WE** will become entitled or subrogated because of payment or making good loss or damage.

WE MAY require **YOU** to carry out such actions before or after **WE** make any admission of liability for or payment of a claim.

YOU MUST NOT waive any rights of recourse without **OUR** prior written agreement.

4 Counterclaims (Unpaid Freight)

If **YOU** sue for payment of freight or charges and the defendant puts forward a counterclaim that may give rise to a claim under this Insurance, then **WE MAY** at **OUR** option immediately take over the conduct of both **YOUR** claim for payment and the defence of the counterclaim, **BUT YOU WILL NEVERTHELESS** be responsible for paying such legal costs as relate to **YOUR** claim for payment.

5 Settlement Options

In the case of claims for loss of or damage to goods, trailers or equipment owned by **YOU**, **WE MAY** at **OUR** option indemnify **YOU** by means of repair, replacement or cash settlement.

For the purposes of this Insurance, these words and phrases shall always be taken as having the following meanings:

1 Defined Terms

APPROVED	Approved or certified in the UK by the National Security Inspectorate (NSI) or the Security Systems and Alarms Inspection Board (SSAIB), or in Ireland by The National Standards Authority of Ireland (NSAI) or SSAIB, or as may be otherwise agreed by US in writing.
CONTRACTUAL CMR	Non-statutory use and application of the terms of the CMR Convention by YOU in YOUR contract with YOUR customer.
EVENT	Any event or series of events attributable to one originating cause or series of causes.
EXCESS	The amount for which YOU are responsible as the first part of each claim.
INSURED	The party or parties specified as such in the Schedule; AND YOU and YOUR shall be construed accordingly.
OPERATIONS	Those operations shown as being insured in the Schedule.
OWN GOODS	Goods, belonging to YOU , BUT ONLY in connection with YOUR OPERATIONS .
PERIOD	As specified in the Schedule. If notice of cancellation is given, then the end of the period will be midnight on the last day before cancellation becomes effective.
PROPERTY	Goods that are not owned by, leased to or hired to YOU , but which are bailed to YOU for reward, in relation to YOUR OPERATIONS .
SUBSIDIARY COMPANY	As defined in section 736 of the Companies Act 1985 and any statutory amendment thereto.
UNDERWRITERS	Northern Marine Underwriters Limited, as agent for Watkins Syndicate (WTK/457) at Lloyd's; AND WE , US and OUR shall be construed accordingly.
VEHICLE	Any motor vehicle, articulated trailer, trailer, or semi-trailer, as referred to in article 1(2) of the CMR Convention; AND VEHICLES shall be construed accordingly.

2 Geographical Descriptions

UK	The United Kingdom of Great Britain and Northern Ireland, including its offshore islands, plus the Isle of Man and the Channel Islands.
EUROPE	UK plus: Andorra, Austria, Belgium, Denmark, Finland, Faroe Islands, France, Germany, Gibraltar, Greece, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, San Marino, Spain, Sweden, Switzerland.
WIDER EUROPE	EUROPE plus: Cyprus, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Malta, Poland, Slovakia, Slovenia.