



Zurich Marine Cargo Insurance - Single Shipment Particular Conditions



Welcome to Zurich

Thank you for taking out your Cargo insurance policy with us and welcome to Zurich Insurance

Zurich Insurance Europe AG, Branch in Spain is a member of a group of companies of which the ultimate parent company is Zurich Insurance Europe AG, a company registered in Frankfurt (Germany). Zurich has a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Frankfurt, Germany.

It employs approximately 60,000 people serving customers in more than 170 countries.

At Zurich we have your future in mind and look forward to working closely with you.

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Duty of Disclosure/Fair Presentation of the Risk

a) At inception and renewal of this policy and also whenever changes are made to it at your request you must:

- i) disclose to us all material facts in a clear and accessible manner; and
- ii) not misrepresent any material facts.

b) If you do not comply with clause a) of this condition we may:

- i) avoid this policy which means that we will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by you is proven by us to be deliberate or reckless in which case we will not return the premium paid by you; and
- ii) recover from you any amount we have already paid for any claims including costs or expenses we have incurred.

c) If you do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what we would have done if we had known about the

facts which you failed to disclose or misrepresented:

i) if we would not have provided you with any cover we will have the option to:

- 1) avoid the policy which means that we will treat it as if it had never existed and repay the premium paid; and
- 2) recover from you any amount we have already paid for any claims including costs or expenses we have incurred

ii) if we would have applied different terms to the cover we will have the option to treat this policy as if those different terms apply. We may recover any payments made by us on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied

iii) if we would have charged you a higher premium for providing the cover we will charge you the additional premium which you must pay in full.

Our contract with you

This policy is a contract of insurance between the *insured* and Zurich and contains all the details of the cover that we provide.

This policy is made up of:

- the policy wording. It states what is covered, sets out the claims procedure, exclusions and other terms and conditions of cover;
- the proposal, which is the information you provide to us when applying for insurance cover;
- the most current policy *schedule* issued by us. The *schedule* is a separate document unique to the *insured*. It includes any changes, exclusions, terms and conditions made to suit the individual circumstances and may amend the policy; and
- any other written change otherwise advised by us in writing (such as an endorsement). These written changes vary or modify the above documents.

Please note, only covers shown in the *schedule* are insured. This document is used for any offer of renewal we may make, unless we tell you otherwise. Please keep your policy in a safe place. We reserve the right to change the terms of this product where permitted to do so by law.

Definitions

When used in this policy, *schedule* or endorsements the following definitions will apply:

3.1 Insured, You, Your, Assured

insured, you, your, Assured means the insured as named in the *schedule* or as otherwise defined in the policy.

3.2 Period of insurance

period of insurance means the period of insurance stated in the *schedule*.

3.3 Schedule

schedule means the schedule attaching to and forming part of the policy, including any *schedule* substituted for the original *schedule*.

3.4 Subject matter insured

subject matter insured means the insured goods including packaging and labels.

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3.5 Terrorism

terrorism means any act(s) of any person(s) or organisation(s) involving:

3.5.1 the causing, occasioning or threatening of harm of whatever nature and by whatever means;

3.5.2 putting the public or any section of the public in fear;

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

Policy Wording

The cover

We insure *you* for loss of or damage to the *subject matter insured*, liability or expense subject to the following Institute Cargo Clauses:

Institute Cargo Clauses (A)

Institute War Clauses (Cargo)

Institute Strikes Clauses (Cargo)

Institute Classification Clauses 1/1/01

Institute Radioactive Contamination Chemical, Biological, Bio-chemical Electromagnetic Weapons Exclusion Clause

Institute Cyber Attack Exclusion Clause

Termination of Transit Clause Terrorism

When the cover applies

The insurance only applies to the insured voyage that commences during the *period of insurance* specified in the *schedule* from the point of departure to the destination each as specified in the *schedule*.

Conditions of cover

1 Conditions of insurance

The conditions of insurance are as specified in this policy wording, the *schedule* and attachments and any clauses referred to in the *schedule*, all of which are to be read together.

2.1.1 Any reference in the conditions of insurance to Institute Clauses is to the clauses published by the International Underwriting Association of London current at the effective date of this policy.

2.1.2 Any reference to 'English law and practice' is amended to Spanish law and practice' wherever it appears.

2 Basis of valuation

2.2.1 For shipments involving imports or exports the *subject matter insured* is agreed to be valued as stated in the *schedule*.

2.2.2 For transits commencing and terminating within the same country:

- (a) when stated as invoice value in the *schedule* the agreed value is the invoice cost or value, plus any costs incidental to the insured transit that are not covered by the invoice; or
- (b) if there is no invoice, the value is the market value or the cost, at the time of the commencement of the insured transit, of replacing the *subject matter insured* with similar goods of the same age and condition.

3 Limits on cover

Further to any limitations to the cover set out in the applicable conditions of insurance, this insurance is limited to the limit of liability stated in the *schedule*.

Additional Clauses:

Brands

We will not sell or dispose of salvaged branded goods without your consent. If you do not give your consent we may retain the goods and their reasonable salvaged value will be deducted from the amount payable in respect of the claim.

Containers

This policy will cover your legal liability for physical loss of or damage to Maersk owned shipping containers and/or flatracks in your care, custody and control up to a limit of US\$20,000 (or equivalent in other currencies) any one loss or occurrence in addition to the sum insured. An excess of US\$500 will be applicable to this clause.

For the purpose of this clause only, Maersk A/S are a loss payee.

Container demurrage charges

This policy will cover demurrage charges and/or late penalties assessed against you for the late return of containers when they are retained by you on our instruction for inspection following a claim to a maximum of US\$20,000 (or equivalent in other currencies) any one loss or occurrence in addition to the sum insured.

The period for which we will be liable begins at the time we instruct you to retain the containers and finishes at the time our surveyor instructs you to return the containers.

Debris

This policy covers the cost of removal and disposal of damaged, deteriorated or contaminated subject matter insured and of cleaning and decontamination to a limit of up to US\$50,000 (or equivalent in other currencies) any one loss or occurrence in addition to the sum insured.

Deck cargo

If the subject matter insured is shipped on deck of vessels other than in general purpose I.S.O fully enclosed containers it is insured according to the conditions stated in the schedule but excluding loss, damage or expense caused by or arising from rust, oxidisation, discolouration, fresh water or sea water unless as a result of a peril insured by the Institute Cargo Clauses (B) with sub clause 1.2.3 deleted.

Delayed unpacking

In the case of delay in opening cases or packages (except those showing signs of damage, wetting or staining) loss or damage discovered when they are opened within 90 days of delivery will be treated as having happened during an insured transit unless there is evidence to the contrary.

General Average and Salvage

For the purpose of claims for General Average contribution and Salvage Charges the subject matter insured shall be deemed to be insured for its full contributory value.

Labels

In the event of loss or damage to labels or wrappers caused by an insured peril, we will not be liable for more than the cost of new labels, capsules or wrappers and the cost of re-labelling and repacking but only up to the insured value of the subject matter insured.

Letter of Credit

Where you are obligated to arrange insurance in accordance with any instructions contained in a Letter of Credit cover is granted provided that it does not exceed the existing terms and conditions of this policy unless with our prior consent and at an additional premium if required.

Packers

The insurance applies while the subject matter insured is in transit to or from packers' premises and while there for packing up to a maximum of 30 days.

Sealed containers

Claims for theft, shortage or non-delivery of a whole package or item shipped in a container will not be invalidated solely because the seals appear intact on delivery, provided we are given:

1. documentary evidence the package or item was loaded into the container; and
2. a copy of the discharge tally sheet or claused delivery notes,

to substantiate the loss.

Shut out

In the event of the subject matter insured being 'shut out' from a vessel, this policy extends to cover the subject matter insured while waiting on the wharf, quay or pier or for the transfer to and whilst at another wharf, quay or pier and onforwarding by another vessel, subject to you notifying us as soon as you become aware of such event.

Exclusions

The following exclusions apply in addition to the exclusions contained in the Institute clauses or stated elsewhere in the schedule and attachments to this policy.

Demonstration, use or testing, return from exhibition

Notwithstanding anything to the contrary in 'Exhibition/demonstration', this policy does not include cover for loss or damage to subject matter insured arising from demonstration, use or testing, or damage to the subject matter insured being returned from an exhibition unless packed to the same standard as that for the outward transit.

Information technology hazards

This insurance does not cover losses otherwise recoverable arising directly or indirectly out of loss of or damage to, or a reduction or alteration in the functionality or operation of, a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in or connected with computer equipment or non computer equipment whether your property or not unless the losses are caused directly by one or more of the following perils:

- 1 theft of equipment;
- 2 collision;
- 3 sinking, grounding or stranding of the carrying vessel;
- 4 overturning or derailment of land conveyance;
- 5 jettison or washing overboard;
- 6 fire, lightning, explosion;
- 7 aircraft or vehicle impact;
- 8 falling objects;
- 9 windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

Institute Radioactive Contamination, Chemical, Biological, Bio-chemical and Electromagnetic Weapons Exclusion Clauses - USA/Canada endorsement

When the schedule states the Institute Radioactive Contamination, Chemical, Biological, Bio-chemical and Electromagnetic Weapons Exclusion Clause (RACCBE) is to apply, the inclusion of this clause in the policy is material to our willingness to provide coverage at the quoted terms, conditions and rates. It is the intent of the parties to give maximum effect to RACCBE as permitted by law. In the event that any portion of RACCBE may be found to be unenforceable in whole or in part under the law of any state, territory, district, commonwealth or possession of the USA, or any province or territory of Canada, the remainder will stay under full force and effect under the laws of that state, territory, district commonwealth or possession, province or territory. Further any such finding will not alter the enforceability of the RACCBE under the laws of any other state, territory, district, commonwealth or possession of the USA, or any province or territory of Canada, to the fullest extent permitted by applicable law.

Mechanical or electronic derangement

This policy excludes mechanical, electrical or electronic breakdown or malfunction where there is no external evidence that an insured event has occurred.

Terrorism

This policy excludes any loss, damage, liability or expense arising from:

- 1 terrorism; and/or

2 steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

However this exclusion will not apply to the extent of the provisions of the Termination of Transit Clause Terrorism

Cyber Exclusion

1. Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.

2. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.

3. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

Communicable Disease Exclusion

1. Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

2.3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

Claims conditions

Claims procedure

When loss or damage happens which may give rise to a claim under this policy, you and/or your agent should take all reasonable measures to avert or minimise the loss and ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised. You and/or your agent must:

1. claim immediately on the carriers, port authorities or other bailees for any missing packages;
2. in no circumstances, other than under written protest, give clean receipts where goods are in damaged or doubtful condition;
3. in no circumstances, other than under written protest, sign a receipt for goods which are in damaged or doubtful condition without noting the damage or doubt regarding the condition on that receipt;
4. apply immediately for survey by carriers' or bailees' representatives if any loss or damage is apparent and claim on the carriers or bailees for any loss or damage found during the survey;
5. give notice, in writing, to the carriers or bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery; and
6. immediately notify us, or our nominated survey/settling agent, what has happened and promptly send full details including details of any other insurance on the subject matter insured and the following documentation:
 - (a) original or copy of shipping invoices, shipping specifications and/or weight notes;
 - (b) original bill of lading, waybill and/or other contract of carriage;
 - (c) landing account and weight notes at final destination;
 - (d) documentary evidence of the extent of the loss or damage; and
 - (e) any correspondence with the carrier or bailee about their liability for loss or damage;

7. not authorise any repairs to the subject matter insured without our consent.

Claims settlement

In the event of a claim, we have the option of settling your loss by payment, repair, reinstatement or replacement.

Excess

In the event of a claim (other than a claim for total loss, General Average or Salvage) you must bear first the amount of any excess specified in the schedule or elsewhere in the policy wording.

Other insurance

When making a claim on this policy you must also supply us with written details of all policies that may pay or partially pay that claim.

Rights of subrogation

We are entitled to exercise any rights you or any assignee may have against anyone else in relation to the subject matter insured for which we have settled a claim under this policy. You, or anyone else entitled to claim under this policy, must cooperate fully with us in exercising those rights and must give us any information or assistance we may require.

General conditions

Applicable legislation

Spanish law & practice

Arbitration

If we admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by you and us in accordance with the law at the time. You may not take any legal action against us over the dispute before the arbitrator has reached a decision.

Law and jurisdiction

This policy is subject to Spanish law and jurisdiction.

Notification of material change

You must notify us as soon as possible of any material change in the risk covered by this policy.

Plurals and titles

The proposal, this policy, the schedule and any endorsements are one contract in which, unless the context otherwise requires:

1. headings are descriptive only, not an aid to interpretation;
2. singular includes the plural, and vice versa; and
3. the male includes the female and neuter.

Reasonable care

You must take reasonable care to prevent loss, destruction, damage or death covered by this policy.

Sanctions regulation

Notwithstanding any other terms or conditions under this policy, Zurich shall not be deemed to provide coverage and will not make any payments nor provide any service or benefit to any insured or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of the insured would violate any applicable trade or economic sanctions, law or regulation.

Third parties

If anyone else is entitled to make a claim under this policy, that person and/or entity must also comply with its terms.

Transfer

For shipments involving imports and/or exports, this policy permits transfer of the insurance by you or any assignee to another person and/or entity.

For transits commencing and terminating within the same country, you may only transfer a right under this policy with our written consent.