

Policy Overview

Cargo

CIPM XLCICL 04/20



X^L Insurance

Cargo Insurance

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IPID and Important Information

Cargo Insurance 06/22



Cargo Insurance

Insurance Product Information Document

XL Insurance Company SE and
AXA XL Insurance Company UK Limited



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

AXA XL Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308). Registered office 20 Gracechurch Street, London, EC3V 0BG. Registered in England No. 5328622

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.



What is insured?

We will provide you with cover against loss of or damage to your goods caused by insured perils during the voyage or transit and on the conveyance as set out in your schedule, including:

- ✓ 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



What is not insured?

- ✗ 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.
- ✗ Loss or damage to used and/or pre-used and/or second-hand goods caused by rust, oxidation, discolouration and corrosion, scratching, chipping, denting, bruising and cost of repainting, twisting, bending and distortion.
- ✗ 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.
- ✗ Any claim of benefit related to 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.
- ✗ 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 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.



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.
- ✓ Loss or damage in the event of any delay or deviation caused by the failure of the buyer to take up goods or documents.
- ✓ All risks of loss of or damage to the subject-matter insured (under **INSTITUTE CARGO CLAUSES (A)** provisions).
- ✓ Loss or damage attributable to fire or explosion, vessel craft being stranded, grounded, sunk or capsized or attributable to overturning or derailment of land conveyance, collision or contact of vessel craft, or conveyance with any external object other than water or attributable to discharge of cargo at a port of distress, or attributable to earthquake, volcanic eruption or lightning, or loss or damage caused by general average sacrifice, jettison or washing overboard or entry of sea lake or river water into vessel craft hold conveyance container or place of storage or liability incurred under any Both to Blame Collision Clause in the contract of carriage (under **INSTITUTE CARGO CLAUSES (B)** provisions).
- ✓ Loss and damage attributable to fire or explosion, or vessel or craft being stranded grounded sunk or capsized or attributable to overturning or derailment of land conveyance or attributable to collision or contact of vessel craft or conveyance with any external object other than water, or attributable to discharge of cargo at a port of distress, or caused by general average sacrifice or jettison or liability incurred under any Both to Blame Collision Clause in the contract of carriage (under **INSTITUTE CARGO CLAUSES (C)** provisions).
- ✓ Loss of or damage caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions or by any act of terrorism or by person acting from a political, ideological or religious motive (under **INSTITUTE STRIKES CLAUSES (CARGO)** provisions).
- ✓ 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 or by derelict mines, torpedoes, bombs or other derelict weapons of war (under **INSTITUTE WAR CLAUSES (CARGO)/ INSTITUTE WAR CLAUSES (AIR CARGO)/ INSTITUTE WAR CLAUSES (Sendings by Post)** provisions).
- ✓ Cover to cargoes and/or interests carried by mechanically self-propelled vessels of steel construction classed with a Classification Society which is a Member or Associate Member of IACS or a National Flag Society (under **INSTITUTE CLASSIFICATION CLAUSE 01/01/2001** provisions).
- ✓ Cover for salvage charges incurred to avoid or in connection with the avoidance of loss (under **INSTITUTE CARGO CLAUSES (AIR)** provisions).

- ✗ 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 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.
- ✗ 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

- ✓ Loss of or damage caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions or by any act of terrorism or by any person acting from a political, ideological or religious motive and cover for salvage charges incurred to avoid or in connection with the avoidance of loss (under **INSTITUTE STRIKES CLAUSES (AIR CARGO)** provisions).
- ✓ Cost of replacement or repair in the event of loss of or damage to any part(s) of an insured machine or other manufactured item consisting of more than one part (under **INSTITUTE REPLACEMENT CLAUSE** provisions).
- ✓ Loss of or damage caused by any act of terrorism (under **TERMINATION OF TRANSIT (TERRORISM) 2009 JC2009/056** provisions).

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.
- ! Cargoes and/or interests carried by Qualifying Vessels which exceed the age limits shown in the policy **MUST BE DECLARED AND MAY** be insured on the policy or open cover conditions subject to an additional premium to be agreed (Institute Classification Clause 01/01/2001).
- ! Deductible as an amount stated in your policy and which the policy does not cover and will be deducted from each claim, may apply.
- ! The amount we pay will not exceed the actual worth of the goods damaged as determined by the relevant basis of valuation and we will not pay more than the limit of liability stated in your policy or in your schedule.



Where am I covered?

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



What are my obligations?

- Inform us as soon as practicably possible about any changes in information you have provided to us.
- Give us as soon as practicably possible a notice of any occurrence which might give rise to a claim, within 7 days of any riot and hold liable any responsible party to give receipts where goods are in doubtful condition.
- You must notify the police of any theft, malicious damage or other crime.
- Give notice to the carriers within 3 days of delivery of any loss not apparent at the time of taking delivery and 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. You must 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.
- Avoid, minimise or mitigate any loss or damage and take all practicable steps to protect the goods and do not admit liability, offer to settle, compromise or make a payment in respect of any event. You must pass onto the claims handler, unanswered, all communications from third parties. You must report to us as soon as practicably possible 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 third party.
- 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 pay the premium when due.
- Sellers Contingent Interest cover: You must take all practicable steps to protect goods or 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 the cover to any other interested party and must not assign the benefit of this cover.
- Comply with the security requirements imposed by us as failure to do so can affect your cover.



When and how do I pay?

For full details of when and how to pay, you should contact your 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.

How to Make a Claim

All claims should be notified to the Claims Department using the following contact details:

AXAXL Cargo
PO Box 76
Cardiff
CF11 1JX
United Kingdom

Tel: 0345 604 9726

Email: UKCargoclaims@axaxl.com

How to Make a Complaint

We are dedicated to providing a high-quality service and we want to ensure that we maintain this at all times.

If you have any questions or concerns about the policy or the handling of a claim please contact your broker through whom this policy was arranged.

If you wish to make a complaint you can do so at any time by referring the matter to:

Complaints Department
XL Catlin Services SE, UK Branch
20 Gracechurch Street
London
EC3V 0BG, United Kingdom

Email: axaxlukcomplaints@axaxl.com

Telephone Number: +44 (0)20 7743 8487

XL Catlin Services SE acts on our behalf in the administration of complaints.

If you remain dissatisfied after the Complaints Department have considered your complaint, or you have not received a final decision within (8) weeks, you can refer your complaint to the Financial Ombudsman Service at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
United Kingdom

Email: complaint.info@financial-ombudsman.org.uk

Telephone Number: **From within the United Kingdom**
0800 0234 567 calls to this number are free on mobiles and landlines
0300 1239 123 calls to this number costs no more than calls to 01 and 02 numbers

From outside the United Kingdom
+44 (0)20 7964 0500
Fax Number: +44 (0)20 7964 1001
Text Number: 07860 027 586 Call Back Service



The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk



Regulatory Information

(a) **AXA XL Insurance Company UK Limited**

AXA XL Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 423308).

Registered Office 20 Gracechurch Street, London, EC3V 0BG, United Kingdom.

Registered in England Number 5328622.

You can check this out on the FCA's website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

(b) **XL Insurance Company SE**

We are a European public limited liability company and regulated by the Central Bank of Ireland.

Registered Office 8 St. Stephen's Green, Dublin 2 D02 VK30, Ireland.

Registered in Ireland Number 641686.

You can check this information on the Central Bank of Ireland's website at www.centralbank.ie, which includes a register of all the firms they regulate.

(b) **XL Catlin Services SE**

XL Catlin Services SE acts as an agent of AXA XL Insurance Company UK Limited in connection with this policy.

XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland.

Registered Office 8 St. Stephen's Green, Dublin 2 D02 VK30, Ireland.

Registered in Ireland Number 659610.

You can check this information on the Central Bank of Ireland's website at www.centralbank.ie which includes a register of all the firms they regulate.

Fair Processing Notice

This Privacy Notice describes how AXA XL Insurance Company UK Limited and XL Insurance Company SE ("we", or "us") collect and use the personal information of insureds, claimants and other parties ("you") when we are providing our insurance and reinsurance services.

The information provided to us, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by us for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by us for these purposes with group companies and third-party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the United Kingdom and/or the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: legalcompliance@axaxl.com.



We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the relevant Data Protection Authority.

For more information about how we process your personal information, please see our full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

Brokers, Intermediaries, Partners, Employers and Other Third Parties

If you provide us with information about someone else, we will process their personal information in line with the above. Please ensure you provide them with this notice and encourage them to read it as it describes how we collect, use, share and secure personal information when we provide our services as an insurance and reinsurance business.



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