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keyfacts[®]

Policy Summary

Key Facts of Policy 114119 from 31 March 2019 to 30 March 2020

The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services. It requires us to give you this document. Use this information to decide if our services are right for you.

**The following is a summary of the main features of our general cargo insurance.
It does not contain all the terms and conditions of the policy**

Who are we: Lonham Marine Underwriters is a trading name of Lonham Group Ltd Registered in the UK and operating from offices at The Captain's House, 81 Grimwade Street, Ipswich, Suffolk, IP4 1LN.
Lonham Group Ltd has a binding authority with Chaucer Syndicate 1084 at Lloyd's of London, allowing policies to be underwritten on their behalf.

Our product: General cargo insurance by way of a Master policy arranged on behalf of the freight forwarder; R W Freight Services Ltd (the 'Freight Forwarder').

Cover: Subject to the freight forwarder having received specific instructions to insure your goods, this insurance shall indemnify your property for either all risks of loss/damage to your goods, by an insured event or peril subject to policy clauses, conditions and exclusions.

Goods &/or Merchandise insured:

Every type of approved goods &/or manufactured and raw material of a non fragile, non-volatile, non-hazardous nature &/or non-perishable nature, suitably packed and protected to withstand the normal rigours of the transit undertaken, subject to the exclusions listed.

Territories covered:

Worldwide shipments, but movements to/from or between the following countries have to be referred to insurers for their approval, terms and conditions, prior to shipment being agreed: Afghanistan, Bougainville, Burundi, Chechnia Republic of, Cote D'Ivoire (Ivory Coast), Cuba, Democratic Republic of Congo (formerly Zaire), Eritrea, Iran, Iraq, Liberia, Nigeria, North Korea, Sierra Leone, Somalia, Sudan and Syria.

Vessel:

Conveyances &/or Approved Power Vessels &/or Aircraft &/or Road &/or Rail, except Barge movements that are excluded under this policy.

Under Insurance:

If the property covered thereby shall at the time of loss be collectively of greater value (in the country of destination) than such Sum Insured, then the Insured shall be considered as being his own Insurer for the difference, and shall bear a rateable share of the loss accordingly.

Basis of Settlement :

Cost, Insurance and Freight plus 10% and Duty if applicable

Or

The declared sum specified by the customer in his instructions to the freight forwarder

Returned Goods Clause: The assured shall take all reasonable steps to ensure that Customers/Clients who return goods shall comply with the following:

- * Goods returned by post shall be despatched via a system, which provides proof of posting and of delivery
- * Goods shall be suitably packed and protected for the return transit.

Subject to the cargo being insured under Institute Cargo Clauses (A):

This insurance covers physical loss or damage to the subject-matter by an insured event or peril, subject to the policy clauses, conditions and exclusions.

Labels Clause: Loss to be limited to an amount sufficient to pay the cost of re-conditioning cost of new labels and relabeling the goods provided the damage will have amounted to a claim under the terms of this policy.

New Machinery or other manufactured item: The total liability of insurers shall not exceed the cost or replacement or repair of such part(s) plus labour for (re)fitting and carriage costs in respect of same. Duty incurred in the provision of replacement or repair part(s) shall be recoverable provided that the full duty payable on the insured machine or manufactured item is included in the insured amount. The total liability of insurers shall in no event exceed the amount insured of the machine or manufactured item.

Second Hand Machinery or any other interest of a similar nature: Insurers' liability is limited to that proportion of any claim which the insured value bears to the present day cost of machines and/or any other interest of a similar nature when new.

This policy is subject to the following main market clauses/conditions, but not limited to:

- Institute Strikes Clauses (Cargo & Air Cargo)
- Institute War Clauses (Cargo & Air Cargo (excluding sendings by post) & (Sendings by post)
- Institute Classification Clause
- Institute Cyber Attack Exclusion Clause
- JC 98/019 Cargo ISM Endorsement
- Cargo ISPS Endorsement
- Cargo ISM & ISPS Forwarding Charges Clauses
- JC2008-024 Cargo Piracy Notice of Cancellation
- JC2009-056 Termination of Transit Clause (Terrorism) 2009
- JC2010-015 UK Export Control Order 2008 – Revocation of licences clause

The Institute Clauses are deemed to be those current at the time of commencement of the risk.

(Copies of all clauses are available on request. An explanation of each clause is also available on request).

Restrictions, Limits & Exclusions:

Limit: Lesser of; i) the sum specified by the customer in his instructions to the freight forwarder, or, ii) maximum GBP 250,000 any one approve vessel/aircraft/conveyance/location

Excess: Nil &/or as agreed with the freight forwarder prior to shipment commences.

Exclusions: but not limited to:

Excluded Goods:

The following goods are excluded unless approval is obtained from underwriters prior to shipment and terms and conditions agreed:

- Alcoholic beverages of all kinds
- Art work, antiques, to include: Paintings, Drawings, Prints, Antique Rugs, Antique Carpets, Tapestries, Pictures, Antique Manuscripts, Antique Furniture, Bronzes, Sculptures, Statues, Silverware, Antique Clocks, Memorabilia, Porcelain, Antique Glassware, Antique China, Terracotta, Pottery, Antique Mirrors and/or similar
- Containers including ISO Tanks (All Risks). (Contents not included)
- Documents of all kinds
- Monies of every description, securities, negotiable documents or instruments, bonds, bullion, stamps, credit and debit cards including telephone calling cards
- Games consoles, tablet computers (including ipads), e-readers & other similar electronic device. Digital camera photo sticks
- Fresh fish, fresh meat, fresh fruit and fresh vegetables
- Frozen fish, frozen meat, frozen food and chilled products
- Furs, hides and skins
- Fishmeal
- Refined or raw sugar and coffee beans
- Household goods, personal effects and personal motor vehicles
- Jewellery and Watches
- Living creatures, dead creatures and life forms of any type
- Metals (other than iron and steel) in raw, scrap or ingot form
- Micro chips, mother boards and/or memory of any kind which is not part of a complete system
- Mobile telephones, components, parts and accessories
- Motor vehicles
- News print / pulp / reels of paper
- Perfume
- Precious stones, semi-precious stones or precious metals
- Sheet glass
- Tobacco, tobacco products, cigars and cigarettes
- Timber
- Weapons, arms, ammunition, explosives and/or parts, associated accessories, materials, ingredients, technology of all kinds

Excluded Causes:

- Loss, damage or expense attributable to the wilful misconduct of the assured
- Loss or damage caused by ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject matter insured
- Loss, damage or expense caused by insufficiently 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 the Assured or their employees or prior to the attachment of this insurance.
- Loss or damage caused by heating, sweating, inherent vice or nature of the subject matter insured and/or any loss or damage caused by atmospheric conditions
- Loss, damage or expense caused by delay, even though the delay be caused by a risk insured against
- Loss, damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- Loss, damage or expense arising from unseaworthiness of vessel or aircraft or container for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded herein.
- Loss, damage or expense arising from unfitness of container or conveyance for safe carriage of the subject-matter insured, where loading herein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading
- Loss, damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel and/or aircraft where the Assured are unable to show that prior to the loading of the subject-matter insured on board the vessel and/or aircraft, all reasonable practicable and prudent measures were taken by the Assured, their servants and agents, to establish the financial reliability of the party in default
- Loss or damage which may be sustained whilst the subject-matter is under any process and loss or damage directly resulting therefrom.
- Claims for consequential loss of any kind or description.

Vessel: Barge movements that are excluded under this policy.

New Machinery:

Excludes electrical and mechanical derangement unless caused by an insured peril
Excludes rust, oxidation and discolouration to unpacked and/or unprotected goods

Second Hand Machinery:

Excludes electrical and mechanical derangement unless caused by an insured peril
Excludes rust, oxidation and discolouration
Excludes scratching, denting, chipping and subsequent cost of repainting

Own Vehicle Theft Exclusion:

Excluding theft of/from unattended vehicle unless:
All points of access are locked, keys removed and any alarm/immobiliser systems set AND
Between the hours of 9pm and 6am the vehicle is kept in a locked compound/premises

Shipments of steel and/or Metals and/or similar items:

Excludes loss or damage arising from rust, oxidation, discolouration absolutely and twisting, bending, distortion unless caused by an insured peril

Pairs and Sets Clause:

Where any items are part of a pair or set, Insurers will only pay for the actual parts which are lost or damaged. No payment will be made for articles that are not lost or damaged.

Concealed Damage Clause:

In respect of shipments received by the consignee at final destination and placed in storage but not unpacked, this insurance covers losses deemed to have occurred during transit unless conclusive proof to the contrary be established and provided the case, container or package is opened not later than 30 days after arrival in store.
Cases, containers or packages showing outward signs of loss and/or damage are to be opened immediately on arrival on site.

Debris Removal Clause: Excluded under this policy:

Any expenses incurred in consequence of or to prevent or mitigate pollution or contamination, or any threat or liability thereof
The cost of removal of cargo from any vessel or craft
Insurers will not be liable for more than 10% of the proportionate insured value of the damaged subject matter removed

Increased Value (duty and/or taxes) Clause:

Excluded under this policy:

1. Total Loss, or Total Loss of part arising prior to Duty and/or Levy becoming payable and resulting in non-payment of Duty and/or Levy.
2. Liability for General Average Contributions and Salvage Charges unless the occurrence giving rise to the General Average occurs after Duty and/or Levy becomes payable.

Also including the Assured's liability for the payment of duty or other levies, following loss of or damage to the Insured Interest recoverable hereunder, to the Authority of any country through which the interest may pass including country or origin prior to delivery to the consignee.

No claim to attach for duty payable in the country of destination unless such duty amount is declared within the insured value hereunder.

Also deemed to cover Duty and/or other levies including Carnet penalties which become payable due to the physical loss of equipment in the country in which the loss occurs.

Sanction Limitation and Exclusion Clause:

No Insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Other Exclusions to include:

Loss or damage from or liability or expense directly or indirectly caused by or contributed to, by, or arising from :

- i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. 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
- v) any chemical, biological, bio-chemical, or electromagnetic weapon.

Choice of law: The policy is subject to English Law and any dispute shall be submitted to the exclusive jurisdiction of the High Court of Justice, England.

Duration: Insurance will commence from time of taking up until finally delivered, in accordance with the terms of the contract between the freight forwarder and the customer. No storage cover is provided prior to or after transit unless referred to insurers and approval obtained prior to storage commencing and terms and conditions agreed.

Cancellation:

Commercial - If this insurance contract is being advised and arranged for you as a Commercial Customer, there are no Statutory Cancellation Rights. Early cancellation is possible by you or the Insurer. In this event you will remain liable for the premium due for the period on risk.

Claims: If you need to make a claim please contact (the Freight Forwarder), who will report the matter to their brokers and Lonham Claims & Recovery Bureau.

DOCUMENTATION OF CLAIMS:

To enable claims to be dealt with promptly, the Insured or their Agents are advised to submit all available supporting documents without delay

IMPORTANT LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

It is the duty of the Insured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:-

- 1) To claim immediately in writing on the Carriers, Port Authorities or other Bailees for any missing packages.
- 2) In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
- 3) When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official. 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 receipt accordingly and retain all defective or irregular seals for subsequent identification.
- 4) To apply immediately for survey by Carriers or other Bailees Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
- 5) To give notice in writing to the Carriers or other Bailees within 3 days of the delivery if the loss or damage was not apparent at the time of taking delivery.

Note:- The Consignee or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.

Fraudulent claims:

If any claim be in any respect fraudulent, or if any fraudulent means or devices be used to obtain any benefit under this insurance, or if any loss or damage be occasioned by wilful act or with the connivance with any party under this insurance, all benefit under this insurance shall be forfeited.

Complaints:

Any enquiry or complaint shall be addressed in the first to the (Freight Forwarder)

If no satisfaction is obtained, complaints should be referred to:

1) The Complaints Officer, Lonham Group Ltd, The Captain's House, 81 Grimwade Street, Ipswich, Suffolk, IP4 1LN, UK, Tel: +44(0)1473216116, Fax: +44(0)1473230063, E-Mail: lonham@lonham.co.uk, or,

2) The Complaints and Advisory Department, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN, Tel: +44(0)2073275693, Fax: +44(0)2073275225, E-Mail: complaints@lloyds.com

In the event you wish to pursue matters further you may be able to refer the matter to the Financial Ombudsman Service. The Financial Ombudsman Service can normally deal with complaints from private individuals and from small businesses and charities with an annual turnover/charity income of less than GBP 1 million.

The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR Helpline: 0845 080 1800 Switchboard: +44 (0) 20 7964 1000

Website: www.financial-ombudsman.org.uk

Compensation:

Lloyd's of London belongs to the Financial Services Compensation Scheme (FSCS). In the event of Insurers not being able to fulfil their financial obligation under the policy in paying your valid claim you may be entitled to compensation under the FSCS up to GBP 2,000 for the first part of your claim and 90% of the remainder of your claim. Further information about compensation scheme arrangements is available from the FSCS on telephone number: +44 (0) 20 7892 7300 or www.fscs.org.uk

Data Protection:

Your personal information notice

We and other insurance market participants as well as the (öFreight Forwardersö) collect and use relevant information about you to provide you with the cover that benefits you, or in connection with a claim and to meet our legal obligations.

This information may include details such as your name, address and contact details and any other information that we collect about you in connection with the cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the cover that we provide and to the extent required or permitted by law.

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), which is also available on our website www.lonham.co.uk, please contact us, or the agent or broker that arranged your cover. Our contact details are:

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