



# CARGO THROUGHPUT SOLUTIONS

Policy





**THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. PLEASE EXAMINE IT THOROUGHLY TO ENSURE IT MEETS YOUR REQUIREMENTS. IF IT DOES NOT, PLEASE ADVISE YOUR INSURANCE ADVISER AS SOON AS REASONABLY POSSIBLE.**

**THE INFORMATION WHICH YOU PROVIDED TO US HAS BEEN TAKEN INTO ACCOUNT IN OUR ASSESSMENT AND ACCEPTANCE OF THIS INSURANCE. ANY SUBSEQUENT CHANGES TO THAT INFORMATION MUST BE DECLARED TO US AS SOON AS REASONABLY POSSIBLE. FAILURE TO DO SO MAY INVALIDATE THE POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY. IF YOU ARE IN ANY DOUBT AS TO WHETHER INFORMATION IS MATERIAL OR NOT, PLEASE CONTACT YOUR INSURANCE ADVISER.**

RSA Insurance Ireland Ltd (We) and the Assured (You) agree that:

1. this policy, the Schedule (including any Schedule issued in substitution for the original) and any endorsements shall be considered one document and
2. all statements made and information supplied by You or on Your behalf for Our consideration are true to the best of Your knowledge and belief and shall be incorporated into and form the basis of this contract of insurance and
3. We will provide the insurance described in this policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which You shall pay and We shall agree to accept the premium.

A handwritten signature in black ink, appearing to read "Colin Ryan".

Colin Ryan  
Commercial Lines Director  
RSA Insurance Ireland Ltd.

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## Definitions

The following expressions shall have the meanings set out below wherever they appear in this policy, the Schedule and any endorsements. Words denoting the singular shall include the plural and vice versa.

### Authority

Any central or local government or agency of such government

### Container

Any demountable carrying unit (including any ISO container, tank container or flat rack)

### Conveyance

Any means of transport

### Damage

Physical loss and/or damage

### Employee

Any of the following while under Your direct control and supervision and whilst working for You in connection with Your business:

- a) person under a contract of service or apprenticeship with You
- b) person hired to or borrowed by You (including those supplied by an employment agency)
- c) labour master
- d) person supplied by any person under a contract of service or apprenticeship with You
- e) individual employed by labour only subcontractors
- f) individual undertaking study or work experience
- g) person working under the Community Offender Act 1978 or similar legislation
- h) prospective employee being assessed by You as to their suitability for employment
- i) self employed person providing You with labour only and not being in partnership with You nor being Your franchisee

### Event

Any one occurrence or all occurrences of a series consequent upon or attributable to one originating cause

### Excess

The amount for which You are responsible for each and every claim arising out of any one Event

### Geographical Limits

Anywhere in the World other than to and/or from and/or within the territories shown in the Schedule as Excluded Territories

### Hi-tech Equipment

- a) lap-top, palm-top and similar portable computer equipment
- b) mobile telephones, smartphones, electronic organisers, digital cameras and/or other electronic devices which are designed for the recording, storage, management, processing, use, display, playing, transmission or communication of information and/or data and/or images and/or sound
- c) satellite navigation equipment
- d) electronic games consoles
- e) televisions

### Insured Transit

Any transit within the Geographical Limits commencing during the Period of Insurance

### ISM Code

The International Management Code for the Safe Operation of Ships and Pollution Prevention

### Period of Insurance

The period of insurance shown in the Schedule being United Kingdom local time

### Policy Limit

The maximum amount We will pay for any claim or series of claims arising out of any one Event

### Pollutant

Any solid, liquid, gaseous or thermal irritant or contaminant

### Recorded Information

Documents, business and/or personal records and/or similar information represented or stored upon or within paper, optical, electronic and/or other storage media

### Schedule

The document headed "Schedule" issued by Us

### Storage/Stored

Storage outside the ordinary course of transit

### Subject-Matter Insured

Goods and/or merchandise incidental to Your business as shown in the Schedule:

- a) owned by You and/or
- b) for which You:
  - 1) are responsible and/or
  - 2) have an insurable interest under the terms of sale and/or
  - 3) have received instructions to insure

### **Sub-Limit**

The maximum amount We will pay for any claim or series of claims arising out of any one Event

Sub-limits are inner limits contained within the Policy Limit

### **Terrorism**

Any act including the use of force or violence or the threat thereof, by any person or group of persons (whether acting alone or on behalf of or in connection with any organisation or government) committed for political, religious, ideological or similar purposes (including the intention to influence any government or to put the public or any section of the public in fear)

### **Unattended**

Where neither You, any Employee nor any professional security guard have the Subject-Matter Insured (or any Conveyance on which it is loaded) under constant observation and at the same time have a reasonable prospect of preventing any unauthorised interference with the Subject-Matter Insured and/or Conveyance

### **Vehicle**

Any motor vehicle, motor vehicle and attached trailer or detached trailer owned or operated by You and/or any Employee

### **War Risks**

Any:

- a) war, civil war, revolution, rebellion, insurrection,
- b) civil strife arising from a) above
- c) hostile act by or against a belligerent power
- d) capture, seizure, arrest, restraint or detainment arising from a), b) or c) above
- e) derelict mines, torpedoes, bombs or other derelict weapons of war

### **We/Us/Our**

RSA Insurance Ireland Ltd.

### **You/Your**

The Assured shown in the Schedule

## Section I - Cargo

You are covered to the extent provided by this policy for Damage caused to the Subject-Matter Insured during any Insured Transit.

Other than in respect of War Risks, cover attaches from the time the Subject-Matter Insured is first moved in the warehouse or the place of Storage for the purposes of the immediate loading into or onto the Conveyance for the commencement of transit and shall continue during the ordinary course of transit, terminating either:

- a) on completion of unloading from the Conveyance at the final destination or any place of Storage; or
- b) on the expiry of 60 days commencing midnight on the day of completion of discharge of the Subject-Matter Insured from the vessel or aircraft at the final port or airport of destination;

whichever shall first occur.

War Risks cover attaches from the time the Subject-Matter Insured or part thereof is loaded on board a vessel or aircraft and terminates either:

- a) on completion of discharge from the vessel or aircraft at the final port or airport of destination, or
- b) on the expiry of 15 days commencing midnight on the day of arrival of the vessel or aircraft at the final port or airport of destination;

whichever shall first occur.

### **General average and salvage charges**

You are covered for Your liability in respect of the Subject-Matter Insured for contribution to general average and salvage charges for any general average or salvage act occurring during the Insured Transit.

### **Arrested and/or detained vessels**

You are covered for any extra charges properly and reasonably incurred in unloading, storing and forwarding the Subject-Matter Insured to the original destination following its release from any vessel arrested or detained at or diverted to any other port or place during any Insured Transit where the voyage was terminated because:

- a) the vessel was not certified in accordance with the ISM Code or
- b) a current document of compliance for the purposes of the ISM Code was not held by the vessels owners or operators

as required under the International Convention for the Safety of Life at Sea (SOLAS) 1974 and as amended.

Provided that:

- 1) The Sub-Limit for this extension is the value of the Subject-Matter Insured or the Sub-Limit per vessel whichever is the least.
- 2) You are not covered for any claim under this Extension for general average or salvage or salvage charges.

## Section 2 – Storage

If this Section is shown as insured in the Schedule You are covered to the extent provided by this policy for Damage to the Subject-Matter Insured whilst being:

- a) Stored at and/or
- b) moved within

any Storage location shown in the Schedule during the Period of Insurance.

In respect of Damage caused by, contributed to by, or arising from Terrorism the Sub-Limit under this Section is £100,000 or any applicable Sub-Limit shown in the Schedule whichever is the least.

### Exclusions

In addition to General Exclusions You are not covered for:

#### 1. Non forcible and violent entry and/or exit

theft that does not involve entry to or exit from a building by forcible and violent means.

#### 2. Storage other than in a building

Storage other than in a permanent building of substantial construction.

#### 3. Mysterious disappearance

- a) mysterious disappearance and/or unexplained loss and/or
- b) loss discovered during stocktaking or inventory check.

#### 4. Process

for Damage to the Subject-Matter Insured sustained during and resulting directly from any process.

#### Third party premises

Exclusions 1. and 2. above do not apply in respect of the Subject-Matter Insured whilst entrusted to any third party.

Subject to a Sub-Limit of £25,000 in the aggregate any one Period of Insurance.

### Conditions:

These conditions apply to premises owned or operated by You and are in addition to the General Conditions. Failure to comply with these conditions may invalidate Your policy or result in a claim being rejected.

#### a) Theft

You are not covered for theft from any unoccupied premises unless at the time of the loss:

- 1) all doors, windows and other openings were left closed, securely locked and properly fastened and
- 2) any intruder alarm system fitted was duly operated and
- 3) all locks and any alarm system were in efficient working order and maintained as recommended by manufacturers and
- 4) all keys in respect of 1) and 2) above were removed from the premises or placed in a locked safe.

Where You have advised us that the premises is fitted with an intruder alarm system:

- 1) Our agreement must be obtained in writing before replacing or altering the intruder alarm system and/or making any change to the premises or Storage arrangements which affect the performance of such intruder alarm system.
- 2) We must be notified immediately if:
  - i) any police authority advises that they may be withdrawing and/or reducing the level of response to intruder alarm calls or
  - ii) You are required to abate a nuisance in respect of the alarm system under any applicable legislation or under the instruction of any Authority.

#### b) Fire

You are not covered for Damage caused by fire unless at the time of the loss, the premises was equipped with at least the minimum fire extinguishing devices required by the relevant Authority and such devices were in efficient working order and maintained as recommended by manufacturers.



# General Terms

## 1. Assignment

Except where You are noted in the policy as receiving the sole benefit of this insurance, cover under Section 1 - Cargo shall extend to any third party to whom You assign the policy pursuant to the terms of sale applying to the Subject-Matter Insured.

In the event of such assignment, reference in this policy to You shall include the third party assignee.

In no case shall the General Extensions, Optional Extension or cover under Section 2 - Storage be assignable.

## 2. Basis of valuation

The agreed method of establishing the value of the Subject-Matter Insured for declaration and claims adjustment purposes is:

	Domestic transits	Imports and/or Exports	Storage
<b>Subject-Matter Insured where a sales contract has been agreed</b>	Invoice price	Cost, insurance and freight plus 10%	Invoice price
<b>New Subject-Matter Insured where no sales contract has been agreed</b>	New replacement value, insurance and freight	New replacement value, insurance and freight	New replacement value
<b>Secondhand and/or used Subject-Matter Insured where no sales contract has been agreed</b>	Used market value, insurance and freight	Used market value, insurance and freight	Used market value

plus duty and/or taxes if incurred.

## 3. Concealed damage

We agree to pay for Damage covered under this policy which is discovered when the Subject-Matter Insured is unpacked at final destination provided that:

- a) such Damage is reasonably attributable to a peril insured against during the Insured Transit and
- b) the external packaging was inspected on arrival and showed no signs of Damage and
- c) unpacking occurs within 60 days of arrival.

Claims in respect of shortage and/or non-delivery of all or part of any consignment shipped in a Container or trailer will not be invalidated should the original Container or trailer seal appear intact on delivery.

## 4. Labels and packing

In the event of Damage to the original labels or packing during the Insured Transit We agree to pay the reasonable costs incurred in:

- a) relabelling the Subject-Matter Insured and/or
- b) repairing or replacing:
  - 1) the original packing and/or
  - 2) any presentation packing, provided that such presentation packing was protected to withstand the normal rigours of the transit.

# General Conditions

## 1. Branded goods

You shall have full control of all Damaged Subject-Matter Insured covered under this policy:

- a) bearing permanent markings which identify You or
- b) where any contract between You and Your supplier obliges You to retain such control.

In such circumstances You shall have the right to have such Subject-Matter Insured destroyed, provided that reasonable salvage value for any undamaged or repairable Subject-Matter Insured will be deducted from any claims payment.

If We and You are unable to agree the salvage value the matter will be referred to an arbitrator agreed between You and Us whose findings shall be binding.

## 2. Cancellation

This policy may be cancelled at any time by either You or Us subject to:

- a) 30 days written notice other than
- b) War Risks and Strikes Risks which are subject to 7 days notice except for Strikes Risks in respect of sendings to and/or from and/or whilst Stored in the United States of America which are subject to 48 hours notice.

The time periods above commence from midnight on the day notice of cancellation is issued.

For the purposes of this Condition Strikes Risks shall mean Damage to the Subject-Matter Insured caused by:

- 1) any strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions and
- 2) Terrorism.

## 3. Cancellation on credit agreement termination

We may cancel this policy with immediate effect and without notice if You:

- a) cancel any credit agreement relating to this policy and then fail to pay Us immediately the full amount of the premium, or
- b) fail to take the action specified in any default notice issued by Us before the date shown in it or fail to pay the first or any other subsequent instalment of premium.

## 4. Certificates of insurance

Where required for letter of credit or similar purposes You may issue a certificate of insurance supplied by Us bearing reference to Institute Cargo Clauses.

Should the cover described in such certificate of insurance differ from that provided by this policy the greater cover will prevail, provided that the certificate has been issued in accordance with any instructions provided by Us.

## 5. Contracts (Rights of Third Parties) Act

A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of any third party which exists or is available apart from that Act.

## 6. Declaration

If the Schedule states a minimum deposit premium:

- a) at the expiry of each Period of Insurance You must promptly supply Us with accurate declarations for the period split between any categories shown.
- b) the premium will be adjusted at the rate or rates shown, subject to Our retaining the specified minimum premium for the period.

If You fail to supply the necessary declarations within three months of the expiry of the Period of Insurance We will at Our option charge a provisional adjustment premium. Such premium will be calculated on the greater of:

- 1) 10% of the adjustable premium for the expiring period or
- 2) the additional premium that would have been earned by applying the expiring rates to the estimate for the subsequent period.

## 7. Disclosure

If You have failed to disclose or have misrepresented or misdescribed any:

- a) material information, being information which would influence Our decision as to Your eligibility for this insurance, the terms and conditions applicable to Your policy and/or the premium charged, or
- b) information relating to any claim under this policy

all benefit under this policy may be lost, the policy may be invalid, and You may not be entitled to a refund of premium.

If You are in any doubt as to whether information is material or not, please contact Your insurance adviser.

## 8. Fraud

If any claim under this policy is in any respect fraudulent, all benefit under this policy may be lost, the policy may be invalid and You may not be entitled to a refund of premium.

## 9. Law applicable

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this insurance shall be governed and construed in accordance with English law and shall be resolved within the exclusive jurisdiction of the courts of England and Wales.

## 10. Parties insured by the policy

Where the Assured named in the policy comprises more than one party all such parties shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely Us and the parties named in the policy being jointly insured.

Irrespective of the number of parties claiming under this policy the total amount payable by Us in respect of all claims arising out of any one Event shall not exceed the Policy Limit or applicable Sub-Limit.

**11. Reasonable precautions**

You must take reasonable precautions to prevent, minimise or mitigate any Damage that may give rise to a claim under this policy.

**12. Removal of debris**

In the event of Damage covered under this policy We agree to cover reasonable costs incurred by You for:

- a) transshipment and/or recovery and/or
- b) removal and/or clearance and/or disposal

of the Subject-Matter Insured.

Subject to a Sub-Limit of £50,000.

**13. Sanctions**

In no case shall We be liable to pay any claim or provide any cover under this policy to the extent that the payment of such claim or provision of such cover would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom.

**14. Underinsurance**

If at the time of Damage the value of the Subject-Matter Insured:

- a) contained in the Conveyance, or
- b) at the location

the subject of the loss exceeds the applicable Sub-Limit We will not pay more than the proportion of the claim that the Sub-Limit bears to the actual value of the Subject-Matter Insured.

This condition does not apply to:

- 1) Terrorism.
- 2) General Condition – 12. Removal of debris.
- 3) General Extension – 1. Airfreight replacement.

**15. Waiver of subrogation**

You must not grant any waiver of recourse to any third party without Our prior agreement.

## General Exclusions

You are not covered for any claim:

### 1. Excluded perils

for Damage caused by:

- a) natural deterioration
- b) ordinary leakage, ordinary loss in weight or volume
- c) wear and tear
- d) inherent vice or the nature

of the Subject-Matter Insured.

### 2. Packing

for Damage caused by or arising from insufficiency or unsuitability of packing, stowage or preparation of the Subject-Matter Insured unless:

- a) carried out by a third party and such insufficiency or unsuitability was without Your knowledge, privity or control.
- b) it is customary for the Subject-Matter Insured to be transported unpacked. However You will not be covered for Damage unless caused:
  - 1) by fire or
  - 2) by theft or
  - 3) by attempted theft or
  - 4) as a direct result of a collision of the Subject-Matter Insured with any object outside the carrying Conveyance (other than water) or
  - 5) as a direct result of the collision of or overturning of the carrying Conveyance or
  - 6) as a direct result of any vessel or craft being stranded, grounded or sunk.

### 3. Delay

caused by or arising from delay.

### 4. Misconduct

caused by or arising from any reckless or wilful misconduct by You and/or any of Your directors or partners.

### 5. War risks

caused by War Risks unless the Subject-Matter Insured, or part thereof, is loaded onto or into a vessel or aircraft at the time of such Damage in accordance with the terms of the War Risks Cover under Section I - Cargo of the policy.

### 6. Radioactivity

directly or indirectly caused by, or contributed to by, or arising from:

- a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

- b) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any:
  - 1) nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
  - 2) radioactive matter but not 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.
- d) any chemical, biological, bio-chemical or electromagnetic weapon.

### 7. Electronic risks

caused by or:

- a) contributed to by, or arising from any virus or similar mechanism.
- b) arising from any malicious act resulting in any inability or failure to receive, send, access or use data (for any time or at all).
- c) arising from any malicious:
  - 1) creation and/or input
  - 2) destruction and/or erasure
  - 3) distortion and/or corruption and/or alteration
  - 4) misinterpretation
  - 5) misappropriation
  - 6) useof data.

For the purposes of this exclusion virus or similar mechanism means any program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data or operations whether involving self-replication or not and includes trojan horses, worms and logic bombs.

### 8. Hi-tech Equipment

for Hi-tech Equipment other than provided for in the Optional Extension - Exhibitions.

### 9. Hi-tech components

for microchips, microprocessors, central processing units, memory modules, motherboards, expansion boards and/or hi-tech components of a similar nature designed to be used in, or in connection with computer and/or Hi-tech Equipment but not when fitted in such a device.

### 10. Mechanical, electrical and electronic derangement

for mechanical, electrical and/or electronic breakdown, failure and/or derangement of the Subject-Matter Insured unless there is evidence that Damage to the Subject-Matter Insured (and/or its packing and/or the carrying Conveyance or Container) occurred during the Insured Transit, the course of insured Storage or whilst otherwise covered by this policy.

**11. Other insurance**

that is covered by any other policy (or would but for the existence of this policy be covered by any other policy) except for the difference between the amount payable under such other policy and the amount payable under this policy.

**12. Storage**

for the Subject-Matter Insured whilst Stored except as insured under Section 2 – Storage of the policy.

**13. Contracts of carriage, handling and storage**

for goods and/or merchandise for which You are responsible under a contract of carriage and/or handling and/or storage.

**14. Used and/or damaged goods and/or merchandise**

for Damage to Subject-Matter Insured which:

- a) was secondhand and/or used and was not fully reconditioned and/or
- or
- b) was not in a sound condition

at attachment of cover under this policy unless You can prove to Our satisfaction that such Damage occurred during the Insured Transit, the course of insured Storage or whilst otherwise covered by this policy.

**15. Vehicle security requirements**

for theft of or from any Unattended Vehicle unless:

- a) the stolen Subject-Matter Insured was contained within a fully enclosed area of the Vehicle and
- b) all doors, windows and other openings were left closed, securely locked and properly fastened and
- c) any immobiliser and/or alarm were in efficient working order and duly operated and
- d) all keys were removed from the Vehicle and
- e) where parked at the end of the normal working day such Vehicle was either
  - 1) garaged in a building which was securely closed and locked or
  - 2) parked in a compound secured by locked gates.

**16. Recorded Information**

for Recorded Information

- a) unless caused by Damage to the storage medium and
- b) for more than the:
  - 1) replacement cost of the medium upon and/or within which such Recorded Information was represented or stored and
  - 2) clerical and/or administrative cost of copying such Recorded Information on to fresh stationery or other storage medium.

**17. Pollution**

for any costs or expenses incurred to avert, limit or mitigate the emission, discharge, dispersal, release or escape of any Pollutant.

## General Extensions

Cover under this Section is for Your sole benefit and is not assignable.

### 1. Airfreight replacement

In the event of Damage covered under this policy We will pay reasonable costs incurred by You in airfreighting:

- a) the Subject-Matter Insured and/or replacement parts for repair purposes and/or
- b) the repaired or replacement Subject-Matter Insured or parts to the original destination.

Subject to a Sub-Limit of £20,000.

### 2. Buyers' and/or sellers' contingent interest

This policy covers Your contingent financial interest in any goods and/or merchandise appertaining to Your business for which You have no responsibility to insure under the terms of sale during the Insured Transit where the:

- a) interest in the goods and/or merchandise reverts or attaches to You during transit and
- b)
  - 1) cover effected on Your behalf is more restrictive than that afforded under this policy or
  - 2) other party failed to effect insurance.

Such goods and/or merchandise shall be covered continuously during any Period of Insurance whilst awaiting resale or return including any additional transit resultant upon such resale or return.

This Extension only applies to the extent that You are unable to secure indemnity under the insurance effected by the buyer or seller and provided that:

- i) the existence of this Extension is not disclosed to any other parties interested in the goods and/or merchandise and
- ii) You take all reasonable steps to invoke the terms of the contract of sale and obtain reimbursement from the buyer or seller and/or any other interested party.

The basis of valuation under this Extension shall be invoice price and freight.

### 3. Duty

We will pay customs and excise (or similar) duty levied by any Authority on the Subject-Matter Insured solely as a result of Damage in respect of which We have admitted liability under the policy. We will only pay such customs and excise duty which is levied upon that part of the Subject-Matter Insured which is Damaged.

## Optional Extension

You are also covered to the extent provided by this policy where Sub-Limits for this Optional Extension are shown in the Schedule:

### Exhibitions

for;

- a) Damage to the Subject-Matter Insured whilst at any Exhibition not exceeding 30 days within the Geographical Limits during the Period of Insurance subject to the Sub-Limit shown in the Schedule.
- b) loss of Exhibition Expenses sustained by You if at any time before the advertised public closing time of the Exhibition it is abandoned or interrupted as a result of Damage to:
  - 1) any building, stand, marquee, or other property or any part thereof used by You at the Exhibition premises.
  - 2) the Subject-Matter Insured used in connection with the Exhibition while in transit to or whilst at the Exhibition premises.

Provided that:

- i) if the Exhibition is abandoned We will not pay more than the amount of the Exhibition Expenses that You have paid or are liable to pay.
- ii) if the Exhibition is interfered with We will not pay more than the proportion of the Exhibition Expenses that You have paid or are liable to pay that the period of the interference bears to the intended duration of the Exhibition.
- iii) where the Exhibition is abandoned or interfered with as a result of Damage to the Subject-Matter Insured, You are not covered for any claim for loss of Exhibition Expenses unless We have admitted liability for such Damage.

Subject to a Sub-Limit of £25,000.

- c) Hi-tech Equipment in transit to and/or from and/or whilst at such Exhibition subject to the Sub-Limit shown in the Schedule.

You are not covered for any claim for:

- a) theft of the Subject-Matter Insured whilst Unattended
  - 1) during the opening hours of the event
  - 2) outside the opening hours of the event unless the site is regularly patrolled by security personnel.
- b) Damage to the Subject-Matter Insured sustained during and resulting directly from any process.

In respect of the Subject-Matter Insured whilst at any Exhibition, the Sub-Limit under this Extension is £100,000 (or any applicable Sub-Limit shown in the Schedule, if lower) for Damage caused by, contributed to by, or arising from Terrorism.

For the purpose of this Extension:

Exhibition shall mean any exhibition, demonstration, trade fair or show.

Expenses shall mean expenditure directly incurred in connection with any Exhibition for which cover is provided under this policy including advertising; printing; stationery; insurance premiums; charges for space and services; hire of stand; transport charges and the cost of installing stands, fittings and exhibits.

## Claims Conditions

Failure to comply with the following requirements may result in a claim being rejected, all benefit under this policy may be lost, and the policy may be invalid.

### 1. Notification to Us

You must notify Us as soon as reasonably possible using the contact details supplied in the Schedule of any Damage likely to give rise to a claim under this policy.

You will still be covered if You fail to give such notification provided that the incident is notified to Us in writing within three months from the time You first become aware of it provided that in Our opinion the delay in notification:

- a) has not prejudiced the investigation or mitigation of the claim and
- b) has not materially influenced the renewal of, or Our underwriting of this policy.

### 2. Responsible parties

You must take all reasonable steps to hold responsible all relevant third parties who have (or may have) a liability in respect of any incident giving rise (or which may give rise) to a claim under this policy, including the giving of written notice in due time and ensuring that any time limit is protected.

### 3. Claims control and co-operation

In respect of any claim under this policy You must:

- a) send to Us a detailed claim in writing and supply copies of correspondence or such further particulars as may be reasonably required by Us.
- b) at all times give Us full co-operation.

### 4. Repair or replacement

We may, at Our option, repair or replace any Subject-Matter Insured subject of a claim recoverable under this policy.

### 5. On account payments

Where a claim cannot be quantified within 30 working days of Our admission of liability and such claim is anticipated by Us as being in excess of £10,000 We will on request make an interim claims payment to You of 80% of the agreed anticipated net claim.

Provided that in the event that such interim payment exceeds the final agreed claim settlement figure, You shall reimburse the difference to Us within 30 days of the date the claim settlement figure is agreed.

### 6. Rights of recovery

Upon the payment of any claim, all Your rights and remedies against such other parties will be subrogated to Us and We shall receive the benefit of any amount(s) recoverable from such other parties. In the event the net recovery received from any such other parties exceeds the amount paid by Us to You in respect of the claim, then We shall account to You for any such excess.



## Complaints Procedure

**Our** focus is on the delivery of optimum service to all of our customers but **We** recognise that things may go wrong occasionally. **We** take any complaint **We** receive seriously and aim to resolve **Our** customers' problems promptly.

If **You** do have cause to complain:-

- (a) **Your** complaint will be acknowledged promptly
- (b) Once a full investigation of **Your** concerns has been made, **We** will respond with a decision

Most of **Our** customers' concerns can be resolved quickly but sometimes more detailed enquiries are needed. If this is the case, **We** will contact **You** with an update and give **You** an expected date of response.

If **You** remain unhappy with the decision **You** receive from us **You** can refer the matter to the Financial Ombudsman Service (FOS). **You** must do this within 6 months of the final response.

The FOS will only consider **Your** complaint if **You** have given us the opportunity to resolve if **You** are a private individual or considered to be a "micro-enterprise".

A "micro-enterprise" is any person or firm, irrespective of legal form, which is engaged in an economic activity that:

- Employs fewer than 10 persons; and
- Has a turnover or annual balance sheet that does not exceed £2 million

Please follow the steps below. If, however, **We** do not resolve **Your** complaint within 8 weeks, the FOS will accept a direct referral.

Whilst **We** are bound by the decision of the FOS, **You** are not. Following the complaint procedure does not affect **Your** right to take legal action.

Please follow this procedure if **You** are dissatisfied:-

1. In the first instance contact **Your** Insurance Broker with **Your** concerns. **You** can write or telephone, whichever suits **You** and ask **Your** contact to review the problem
2. If **You** remain unhappy with the decision **You** receive, please write with full details including policy number and/or claim number to:-

### The Head of Compliance

RSA Northern Ireland Insurance Ltd  
Law Society House  
Victoria Street  
Belfast  
BT1 3GN

3. If **You** are not satisfied with the way **Your** complaint has been handled **You** can Refer **Your** complaint to the Financial Ombudsman Service.

If **You** are still unhappy and **You** feel the matter has not been resolved to **Your** satisfaction please contact the FOS at:-

### Financial Ombudsman Service

South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR Tel 0300 123 9 123 or [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

# Fair Processing Notice

## How We use Your information

Please read the following carefully as it contains important information relating to the details that You have given Us. You should show this notice to any other party related to this insurance.

### **Who We are**

This product is underwritten by RSA Insurance Ireland Ltd.

You are giving Your information to RSA Insurance Northern Ireland Ltd & RSA Insurance Ireland Ltd which are members of the RSA Group of companies (the Group). In this information statement 'We' 'Us' and 'Our' refers to the Group unless otherwise stated.

### **How Your information will be used and who We share it with**

Your information comprises of all the details We hold about You and Your transactions and includes information obtained from third parties.

If You contact Us electronically, We may collect Your information identifier; e.g. Internet Protocol (IP) Address or telephone number supplied by Your Service Provider.

We may use and share Your information with other members of the Group to help Us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop Our services, systems and relationships with You;
- Understand Our customers' requirements;
- Develop and test products and services

We do not disclose Your information to anyone outside the Group except:

- Where We have Your permission; or
- Where We are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to Us, Our partners or You; or
- Where We may transfer rights and obligations under this agreement.

We may transfer Your information to other countries on the basis that anyone We pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which You provided it. Details of the companies and countries involved can be provided on request.

From time to time We may change the way We use Your information. Where We believe You may not reasonably expect such a change We shall write to You. If You do not object, You will consent to that change.

We will not keep Your information for longer than is necessary.

### **Sensitive information**

Some of the information We ask You for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about You or others except for the specific purpose for which You provide it and to carry out the services described in Your policy documents. Please ensure that You only provide Us with sensitive information about other people with their agreement.

### **How to contact Us**

On payment of a small fee, You are entitled to receive a copy of the information We hold about You. If You have any questions, or You would like to find out more about this notice You can write to:

Compliance Officer  
RSA Northern Ireland Insurance Ltd  
Law Society House  
90-106 Victoria Street  
Belfast  
BT1 3GN



RSA Insurance Ireland Ltd is registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16 and regulated by the Central Bank of Ireland.