

## Marine Cargo – Trailer Cover

In consideration of the Assured named herein paying to the Insurer the premium as stated in the Schedule and in reliance upon the statements made to the Insurer by proposal and its attachments and the material incorporated therein the Insurer agrees to provide insurance in the manner hereinafter provided.

The appropriate Stamp Duty has or will be paid to the Revenue Commissioners in accordance with the provisions of Section 19 of the Finance Act 1950 as amended.

**AIG Europe S.A., Ireland Branch  
AIG Property Casualty,  
30 North Wall Quay, IFSC, Dublin 1  
Telephone: 01 208 1400**

## Marine Cargo – Trailer Cover

### Preamble

"Insurer" means AIG Europe S.A.

The limit of liability of this policy is the total sum payable by AIG Europe S.A. Any sum paid by AIG Europe S.A. under this policy shall erode the limit of liability of this policy. In no circumstances shall the liability of AIG Europe S.A. exceed the limit of liability specified in the policy schedule.

In consideration of the Assured named herein paying to the Insurer the premium as stated in the Schedule and in reliance upon the statements made to the Insurer by proposal and its attachments and the material incorporated therein the Insurer agrees to provide insurance in the manner hereinafter provided.

The Policy should be read in conjunction with the Schedule and any Endorsements attached.

### Type

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Marine Cargo Insurance – Trailer Policy – Accidental Damage Fire and Theft

### Form

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MAR91

### Conveyances

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This insurance shall insure sendings by Road Conveyances or held covered at terms and conditions to be agreed by the Insurer.

**AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.**

## Duration

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Unless provided for to the contrary elsewhere in this Policy this insurance commences and terminates in accordance with the provisions of the Institute Clauses incorporated herein.

## Basis of Valuation

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In respect of all transits Market Value.

## Clauses

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The following Institute Clauses attach to and form part of this Policy.

The Institute Clauses referred to are those current at the inception of this contract but should such clauses be revised during the period of this contract, and provided that Insurer shall have given at least 30 days notice thereof, then the revised Institute Clause shall apply to risks attaching subsequent to the date of expiry of the said notice.

The Institute Classification Clause as incorporated herein shall not prejudice any claim hereunder when presentation of the advice of such claim to the Insurer is the first indication that transshipment beyond the control of the Assured or their servants has been made on a vessel not covered by the Institute Classification Clause. The appropriate additional premium will be paid if required.

INSTITUTE REPLACEMENT CLAUSE	CL. 372
INSTITUTE CARGO CLAUSES (A)	CL. 382
INSTITUTE WAR CLAUSES (CARGO)	CL. 385
INSTITUTE STRIKES CLAUSES (CARGO)	CL. 386
INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE	CL. 370
INSTITUTE CYBER ATTACK EXCLUSION CLAUSE	CL. 380

## General Conditions

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This insurance shall, unless provided for to the contrary in this section or elsewhere in this Policy, insure against "Accidental Damage Fire & Theft" to the Subject matter insured in accordance with the Institute Cargo Clauses (A) as applicable.

Including cover in respect of the risks of war and the risks of strikes, riots and civil commotions which shall be granted under this insurance in accordance with the relevant Institute War Clauses and Institute Strikes Clauses but notwithstanding anything contained or implied in this Policy to the contrary, the Duration of cover in respect of such War and Strikes risks shall be in accordance with the relevant Institute War and Institute Strikes Clauses.

## **Apportionment of Recoveries Clause**

Where the Insurer has borne a loss hereunder any recovery from a carrier or other third party in respect of such loss shall accrue to the Insurer up to the amount of such loss and the balance shall be allocated to the Assured whichever party has borne the loss.

Any apportionment of recovery shall not include any amount borne by the Assured solely in consequence of trade ullages or other customary deductibles.

## **Attachment & Termination of Risk Clause**

The insurance hereunder attaches from the time the Subject matter insured becomes at the Assured's risk or the Assured assumes interest and continues whilst the Subject matter insured is in transit and/or in store and/or elsewhere until final delivery to final destination as required. Including in Customs as required, and transshipment, craft & barge risks, whether customary or otherwise.

Further including the risks of loading prior to dispatch and unloading after arrival at Assured's premises and/or place of final delivery or destination.

## **Civil Authorities Clause**

This insurance is extended to cover the Subject matter insured hereunder against the risk of damage or destruction by civil authority during a conflagration or for the purpose of retarding the same provided that neither such conflagration nor such damage or destruction is caused or contributed to by War perils otherwise excluded under this insurance.

## **Communicable Disease Exclusion (Cargo) 17 April 2020 JC2020-011**

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.

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:

- a) 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
- b) 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
- c) the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

## **Embargo and Sanctions Exclusion Clause**

We shall not be deemed to provide cover and we shall not 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 us, our parent company or our ultimate controlling entity 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 the United States of America

## **Errors and Omissions Clause**

Unintentional errors or omissions in the making of declarations shall not invalidate this insurance provided steps are taken to rectify these as soon as they come to the notice of the Assured but subject always to cover terms and limitations.

## **Mechanical and Electrical Derangement Exclusion Clause**

This Policy excludes mechanical and/or electrical and/or electronic derangement and/or breakdown of the Subject matter insured or any part thereof unless caused by a peril insured against in terms of the cover conditions prevailing at the time of loss.

### **Non-Contribution Clause**

This insurance does not cover any loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this insurance be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policies had this insurance not been effected.

### **Second-hand Interests Clause**

In respect of Second-hand Interests, in no case shall this insurance cover claims for or loss damage or expense reasonably attributable to damage to paint work, chipping, denting, scratching, marring, bruising, rust, oxidization, discolouration and/or any other loss of or damage to the Subject matter insured reasonably attributable to ordinary wear tear and/or gradual deterioration.

The above shall not apply to Second-hand Interests in the event that a pre-shipment survey is undertaken by a suitably qualified marine surveyor at the Assured's expense and in accordance with

the procedure specified in the following paragraphs, and that such report is submitted to and accepted by the Insurer as soon as practicable.

The Assured shall make contact with and appoint the nearest Lloyd's Agent and instruct them to carry out a survey which shall satisfy the following minimum requirements:

- (1) The surveyor shall survey and report on the general condition of the Subject matter with particular reference to any existing damage such as (but without prejudice to the generality of this clause) chips, dents, scratches, damage to paint work, rust, oxidisation and discolouration; and where applicable, the condition of any electronics and/or machinery.

and

- (2) The surveyor shall discuss, agree and report on the packing, stow and lashing of the Subject-matter and where applicable the method of loading shall be discussed and agreed with the carrier's representative.

### **Second-Hand Replacement Clause**

In the event of loss of or damage to any part or parts of Second-hand plant, machinery, equipment and/or specially fabricated components in consequence of a peril insured against in terms of the cover conditions prevailing at the time of loss the amount recoverable hereunder shall not exceed such proportion of the cost of replacement or repair of such part or parts as the insured value bears to the value of a new machine (the date of attachment of cover hereunder in respect of the insured Subject-matter) plus additional charges for forwarding and refitting the new part or parts, if incurred.

### **Storage Risks Clause**

In respect of subject matter insured under this Policy, cover shall remain in full force and effect upon delivery into and whilst at the specified Locations subject to the following terms conditions warranties limitations exceptions and exclusions.

- a) Warranted that the storage location is a fully enclosed location of brick under tile or other materials of similarly robust construction.
- b) Warranted that the location is fully alarmed for smoke fire and theft and that such alarms are fully operational and maintained in accordance with the manufacturer's specifications. This warranty shall not apply to any location at which the Assured and/or their employees and/or their appointed security personnel are present at the storage location at all times (being continuously for all 24 hours of every day of the year without exception).
- c) Warranted Interests susceptible to water damage shall be stored no less than 15 centimetres above the floor of the warehouse or place of storage. This warranty shall not apply to Interests stored in a Closed Container.
- d) Excluding mysterious disappearance and/or unexplained loss and/or stock taking losses of any nature.
- e) Excluding theft unless resulting from the violent and forcible entry into or exit from the storage location.
- f) Excluding infidelity and/or theft attributed to collusion of the Assured and/or their employees.
- g) Excluding taint and abandonment unless a direct result of fire or water damage at the location.
- h) Any loss of damage or expense occurred on goods and/or merchandise while stored at any retail premises and/or showrooms.
- i) In the event of cancellation of this Policy, cover in respect of Interests insured under this Clause at the time such cancellation becomes effective shall cease immediately.

In the event of cancellation of this Policy, cover in respect of Interests insured under this Clause at the time such cancellation becomes effective shall cease immediately.

### **Subrogation Clause**

The Assured shall, at the request of the Insurer or their agents, assign and subrogate to the Insurer at the time of payment and to the amount not exceeding the sum paid by the Insurer all rights and claims against others and permit suit to be brought in the Assured's name but at the Insurer's expense.

The Assured further agrees to render all reasonable assistance in the prosecution of said suit(s).

Where the Assured is Charterer of the vessel, the Insurer's rights of subrogation as described herein are waived.

### **Termination of Transit Clause (Terrorism) 2009 (JC2009/056)**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. Notwithstanding any provision to the contrary contained in this contract of insurance or the Clauses referred to therein, it is agreed that in so far as the contract of insurance covers loss of or damage to the Subject matter insured caused by

any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted or any person acting from a political, ideological or religious motive,

such cover is conditional upon the Subject matter insured being in the ordinary course of transit and, in any event, **SHALL TERMINATE:**

either

- 1.1 As per the transit clauses contained within the contract of insurance,

or

- 1.2 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
- 1.3 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
- 1.4 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit,

or

- 1.5 in respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the Subject matter insured from the overseas vessel at the final port of discharge,
- 1.6 in respect of air transits, on the expiry of 30 days after unloading the Subject matter insured from the aircraft at the final place of discharge,

**whichever shall first occur.**

2. If this contract of insurance or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

## **War and/or Strikes Risks Premium Clause (JC2004/039)**

Notwithstanding anything to the contrary stated in the Premium applicable to the Policy into which this Clause is incorporated (the Policy), it is agreed that in the event of a transit to or from or within the geographical areas as listed as Elevated, High or Severe in the Global Cargo Watch List (GCWL), war and/or strikes risks in respect of such transits are held covered in accordance with the applicable war and/or strikes clauses contained in the Policy at rate(s) to be agreed.

Where storage and/or other static exposures are also covered by the Policy, this clause shall also apply to strikes risks from the time the relevant geographical area changes in the GCWL.

The applicable GCWL designated category for any particular transit/risk shall be that which is in force at the time transit/risk commences.

*[see [www.exclusive-analysis.com/cargo](http://www.exclusive-analysis.com/cargo)]*

Subject always to the War and/or Strikes Premium Clause (JC2004/039) hereunder this premium is inclusive of premium payable in respect of the cover granted under this Policy against the risks of war and the risks of strikes riots and civil commotions.

## **Special Conditions**

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Further to the terms, conditions, warranties, limitations, exclusions and exceptions contained in the General Conditions section or elsewhere in this policy, the following clauses shall apply.

### **Rust and/or Oxidation and/or Discoloration Exclusion Clause**

This Policy excludes rust and/or oxidation and/or discoloration of the Subject matter insured or any part thereof.

### **Scratching and/or Bruising and/or Denting and/or Chipping Exclusion Clause**

This Policy excludes scratching and/or bruising and/or denting and/or chipping and/or repainting and/or re-polishing of the Subject-matter insured or any part thereof.

### **Wear and/or Tear and/or Gradual Depreciation Exclusion Clause**

This Policy excludes Wear and/or Tear and/or Gradual Depreciation of the Subject-matter insured or any part thereof.

## **Exclusions**

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The company shall not be liable for:

- a) Damage to tyres, road punctures, cuts or bursts unless consequent an accident to the conveying vehicle.
- b) Death of or bodily injury to or illness or trauma of or any syndrome suffered by a person or living creature.

## **Law and Jurisdiction**


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This insurance shall be subject to and governed by and construed in accordance with the laws of Republic of Ireland alone shall have jurisdiction in any dispute arising hereunder.

## **Cancellation**

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The inclusion in this Policy against War risks may be cancelled by the Insurer or the Assured giving 7 days notice of cancellation at any time.

The inclusion in this Policy against Strikes, Riots and Civil Commotions risks may be cancelled by the Insurer or the Assured giving 7 days notice of cancellation at any time other than for shipment or sendings to or from or storage in the U.S.A where 48 hours notice of cancellation shall be given.

Except as above, this policy may be cancelled by either the Insurer or the Assured giving 30 days notice of cancellation at any time.

Cancellation shall become effective on the expiry of the appropriate number of days from midnight of the day on which notice of cancellation is issued by or to the Insurer but shall not apply to any transit insurance which shall have been declared or attached in accordance with Policy terms and conditions before the cancellation becomes effective.

## **Cooling Off Period:**

You have 14 days from the start date of the policy to write to us at the address shown within this policy document if you want to cancel your policy. This is known as a cooling off period. If you cancel your policy during this period of time, provided you have not made a claim, we will refund your premium. However, you will be charged with a pro-rata premium for the period on risk, during the cooling off period.

## **Complaints Procedure:**

AIG Europe S.A. wants to give you the best possible service. If you feel you have cause for complaint you should contact:

The Customer Complaints Officer  
AIG Europe S.A.,  
30 North Wall Quay,  
IFSC,  
Dublin 1,  
D01 R8H7.  
Phone: +353 1 208 1400

E-mail: [customercomplaints.ie@aig.com](mailto:customercomplaints.ie@aig.com)  
Website: [www.aig.ie/complaints](http://www.aig.ie/complaints)

At any stage you may contact any of the following:

Insurance Ireland  
Insurance Centre,  
5 Harbourmaster Place,  
IFSC,  
Dublin 1,  
D01 E7E8.

Phone: +353 1 676 1820  
Fax: +353 1 676 1943  
E-mail: [feedback@insuranceireland.eu](mailto:feedback@insuranceireland.eu)  
Website: <http://www.insuranceireland.eu>

Financial Services and Pensions Ombudsman  
3rd Floor,  
Lincoln House,  
Lincoln Place,  
Dublin 2,  
D02 VH29.

Phone: +353 1 567 7000  
E-mail: [info@fspo.ie](mailto:info@fspo.ie)  
Website: [www.fspo.ie](http://www.fspo.ie)

As AIG Europe S.A. is a Luxembourg based insurance company, in addition to the complaints procedure set out above, you have access to Luxembourg mediator bodies for any complaints you may have regarding this Policy. Contact details of the Luxembourg mediator bodies are available on AIG Europe S.A.'s website: <http://www.aig.lu>

Your right to take legal action is not affected by following any of the above procedures.

## Important Notice to the Assured

### Liability of Carriers, Bailees or other Third Parties

It is the duty of the Assured 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 and their Agents are required:

- (1) To claim immediately 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 three (3) days of delivery if the loss or damage was not apparent at the time of taking delivery.

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

Any claim under this insurance should be submitted without delay, accompanied by all correspondence with Carriers and other parties regarding their liability.

### Survey and Settlement

In the event of damage which may involve a claim under this policy or certificate, immediate notice of such damage should be given to and a Survey obtained from

The Agent nominated on the Certificate of Insurance

or

AIG Europe S.A. Marine Claims Office at

AIG Europe S.A., 30 North Wall Quay, IFSC, Dublin 1

Telephone No. (01) 208 1400,

### Documentation of Claims

To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available supporting documents without delay, including, when applicable:

- (1) Original policy or certificate of insurance.
- (2) Original or copy of shipping invoices, together with shipping specifications and/or weight notes.
- (3) Original Bill of Lading and/or other contract of carriage.
- (4) Landing account or other documentary evidence to show the extent of the loss or damage.
- (5) Correspondence exchanged with the Carriers and other Parties regarding their liability for loss or damage.

## How we use Personal Information

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**AIG Europe S.A.** is committed to protecting the privacy of customers, claimants and other business contacts. “**Personal Information**” identifies and relates to you or other individuals (e.g. your dependants). By providing Personal Information you give permission for its use as described below. If you provide Personal Information about another individual, you confirm that you are authorised to provide it for use as described below.

Depending on our relationship with you, Personal Information collected may include: identification and contact information, payment card and bank account, credit reference and scoring information, sensitive information about health or medical condition, driving pattern information obtained from telematic devices in customer vehicles (where customers have consented), and other Personal Information provided by you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Decision-making on provision of insurance cover and payment plan eligibility
- Assistance and advice on medical and travel matters
- Management and audit of our business operations
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance, including compliance with laws outside your country of residence
- Monitoring and recording of telephone calls for quality, training and security purposes
- Marketing, market research and analysis

To opt-out of marketing communications contact us by e-mail at: [postmaster.ie@aig.com](mailto:postmaster.ie@aig.com) or by writing to: Customer Service Team, AIG Europe S.A., Ireland Branch, 30 North Wall Quay, IFSC, Dublin 1. If you opt-out we may still send you other important communications, e.g. communications relating to administration of your insurance policy or claim.

**Sharing of Personal Information** - For the above purposes Personal Information may be shared with our group companies, brokers and other distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers. Personal Information will be shared with other third parties (including government authorities) if required by law. Personal information (including details of injuries) may be recorded on claims registers (i.e., Insurance Link, and Claims and Underwriting Exchange (CUE)), and shared with other insurers. We may search these registers to detect and prevent fraud. Details on how Insurance Link operates can be found at <http://info.insurancelink.ie> and CUE at <http://www.insurancedatabases.co.uk>. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

**International transfer** - Due to the global nature of our business Personal Information may be transferred to parties located in other countries, including the United States and other countries with different data protection laws than in your country of residence.

**Security and retention of Personal Information** – Appropriate legal and security measures are used to protect Personal Information. Our service providers are also selected carefully and required to use appropriate protective measures. Personal information will be retained for the period necessary to fulfil the purposes described above.

**Requests or questions** - To request access or correct inaccurate Personal Information, or to request the deletion or suppression of Personal Information, or object to its use, please e-mail: [postmaster.ie@aig.com](mailto:postmaster.ie@aig.com) or write to Data Protection Officer, AIG Europe S.A., Ireland Branch, 30 North Wall Quay, IFSC, Dublin 1. More details about our use of Personal Information can be found in our full Privacy Policy at [www.aig.ie](http://www.aig.ie) or you may request a copy using the contact details above.

This insurance is underwritten by AIG Europe S.A., an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35 D Avenue J.F. Kennedy, L-1855, Luxembourg, <http://www.aig.lu/>. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel.: (+352) 22 69 11 - 1, [caa@caa.lu](mailto:caa@caa.lu), <http://www.caa.lu/>.

AIG Europe S.A. Ireland branch has its registered branch office at 30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7 and branch registration number 908876 and is regulated for conduct of business in Ireland by the Central Bank of Ireland. Contact details of the Central Bank of Ireland are P.O. Box 559, North Wall Quay, Dublin 1, D01 F7X3. Telephone: 1890 77 77 77. Fax: 01 6716561. E-mail: [enquiries@centralbank.ie](mailto:enquiries@centralbank.ie). Web: <http://www.centralbank.ie>.

If a solvency and financial condition report of AIG Europe S.A. is available, it can be found at <http://www.aig.lu/>.

We do not provide advice or any personal recommendation about this product. Employees are paid a salary.

We do not pay them bonuses or commissions directly linked to sales.



**THIS POLICY IS INVALID UNLESS A TRAILER CERTIFICATE IS ATTACHED  
HERE**