

**NIPPON EXPRESS UK  
FREIGHT FORWARDERS  
PERSONAL EFFECTS INSURANCE POLICY  
(HEART LINER POLICY)**

## Endurance Worldwide Insurance Ltd

Open Cover Policy No.	LMC302455801
Policyholder:	Nippon Express (UK) LTD., Head Office, Heathrow 360, 2 Millington Rd, Hayes, Middlesex, UB3 4AZ, United Kingdom
Assured:	Customers of the Policyholder and/or its subsidiaries (paragraph 23) for which they receive instructions to insure prior to shipment (for third – party account)
Customer:	A customer of the Policyholder who is resident in the Territory.
Insured Goods:	Goods and/or personal belongings owned by the Assured (or for which the Assured is responsible as shown on the packing list) for which the Policyholder receive instructions to insure prior to shipment, excluding Insured Goods as per paragraph 6
Means of Conveyance:	Approved Vessels and/or Aircraft and/or Post and/or Rail and/or Road conveyances including transshipment, if applicable
Voyages/Storage:	From and to all place(s) in the world excluding those countries as per paragraph 7
Maximum Limits:	GBP 300,000.00 per any one Shipment GBP 50,000.00 per any one Shipment for Special Insured Goods as per paragraph 5.10
Conditions:	As per paragraph 2 “Basis of Contract”
Period of Insurance:	From 1 <sup>st</sup> January 2022 to 31 <sup>st</sup> December 2022 - both days included
Underwriters:	Endurance Worldwide Insurance Ltd 1st Floor, 2 Minster Court, Mincing Lane, London, EC3R 7BB

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## Endurance Worldwide Insurance Ltd

### 1. PREAMBLE

This UK Freight Forwarders Personal Effects Insurance Heart Liner Policy No. LMC302455802 dated 1<sup>st</sup> January 2022 (the "Policy")

entered into between

**Nippon Express (UK) LTD.**,  
(hereinafter referred to as the "Policyholder") of the one part,

and

**Endurance Worldwide Insurance Ltd**  
(hereinafter referred to as the "Underwriters") of the other part,

is subject to the following terms and conditions which the Policyholder and the Underwriters hereby declare to have fully agreed upon.

This UK Freight Forwarders Personal Effects Insurance is effected to insure transports as specified herein to be made on and after January 2022 by or for customers/third-party account ((hereinafter referred to as the "Assured") of Nippon Express (UK) LTD for which the Policyholder receive instructions to insure, subject to the terms and conditions of the written conditions attached hereto

### 2. BASIS OF CONTRACT

Unless otherwise expressly provided and agreed, the terms and conditions of this Policy together with the other documentation which make up the Assureds' insurance conditions such as Certificate of Marine Insurance or any of the other documents (e.g. schedules or endorsements, including all information and documents required to be provided pursuant to the Insurance Act 2015 issued to the Assured together with the written conditions attached hereto to the extent of the same not being inconsistent with anything contained hereunder do apply.

In case of variations of terms and conditions, documents issued to the Assured will take precedent over any conflict with the written conditions attached hereto.

It is hereby understood and agreed that the Policyholder shall comply with the terms and conditions of this Policy. The Policyholder shall be liable to the Underwriters for any damage or disadvantage arising from improper completing of certificates, including but not limited to the agreed maximum limits of Policy.

The Policyholder represents and warrants that it shall act in accordance with the Operating Manual agreed between the Underwriters and Policyholder.

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### 3. COVERAGE

#### 3.1 Interest Insured

Subject to the terms of this Policy, the Assured is covered in the event of loss of or Damage to the Insured Goods whilst in transit to the destination shown on the Certificate during the Period of Insurance.

#### 3.2 Period of Insurance

Other than in respect of War Risks which is described in paragraph 3.2.1 below, the cover under the Policy commences from the time the Insured Goods are collected by the Policyholder at the Assureds residence.

The cover under the Policy terminates at the time of delivery of the Insured Goods to the destination shown in the Certificate, subject to the:

##### 3.2.1 War Risks cover described in paragraph 3.3 under this Policy.

War Risk cover under this Policy commences from the time Insured Goods are loaded on board of a vessel or aircraft and terminates when the Insured Goods are unloaded from the vessel or aircraft at the final port or airport of the destination shown on the Certificate issued to the Assured.

##### 3.2.2 Extension to the Period of Insurance under the Heart Liner Policy in the circumstances described below.

Where the loss or Damage to the Insured Goods is caused by fire, lightning or explosion (including loss or Damage caused by necessary loss prevention measures against these risks such as fire extinguishment or evacuation, but excluding loss or Damage caused directly or indirectly by earthquake, volcanic eruption, and/or accidents (including tidal waves and fire) arising therefrom), the cover under the Policy will continue for thirty (30) days starting on midnight of the day on which the Insured Goods have been delivered to the destination shown in the Certificate.

#### 3.3 War Clause

This insurance covers loss of or Damage attributable to, caused by or resulting or arising from

##### 3.3.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

##### 3.3.2 capture seizure arrest restraint or detainment, arising from risks covered under 3.3.1 above, and the consequences thereof or any attempt thereat

##### 3.3.3 derelict mines torpedoes bombs or other derelict weapons of war.

##### 3.3.4 This insurance attaches and terminates according to paragraph 3.2.1 above

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### 3.4 Strikes Clause

This insurance covers loss of or Damage attributable to, caused by or resulting from Terrorism or Strike: to the subject-matter insured caused by

- 3.4.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 3.4.2 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
- 3.4.3 any person acting from a political, ideological or religious motive
- 3.4.4 This insurance attaches according to paragraph 3.2 above and terminates
  - 3.4.4.1 in respect of marine transits, on the expiry of sixty (60) days after completion of the unloading of the Insured Articles from the overseas vessel at the final port of discharge;
  - 3.4.4.2 in respect of air transits, on the expiry of thirty (30) days after unloading the Insured Articles from the aircraft at the final place of discharge

### 3.5 Pair and Set Clause

Where Insured Goods is lost or Damaged and Insured Goods is a pair of or a set, the following terms and conditions apply:

#### 3.5.1 Repair

Where the repair of the Damage to part(s) of Insured Goods is possible, Underwriters will cover the actual cost of the repair up to the declared value of the Damaged part(s) of the Insured Goods as described in the Packing List, where the declared value of the Damaged part(s) is reasonable.

If a set is Damaged, then the settlement of the Assureds' claim will be based upon the proportional value of the pair or set.

Where it is reasonable to do so, Underwriters will pay the amount of the additional costs which are actually incurred and which are described below

The additional costs are the costs of:

- (1) repair incurred in excess of the declared value of such Damaged part(s) as described in the Packing List;
- (2) quotation of repair estimates;
- (3) renting substitute premises;
- (4) hiring substitute goods

Where Underwriters agree to pay the amount of the additional costs described above, the total amount which Underwriters will pay to in respect of the claim is limited to 150% of the declared value of the Damaged part(s) of the Insured Goods as described in the Packing List

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### 3.5.2 Replacement

Where it is not possible to repair the Damaged part(s) of the Insured Goods, including the actual loss of part(s) of the Insured Goods, Underwriters will cover the actual cost of replacement of the Damaged or lost part(s) of the Insured Goods or the reasonable purchase costs of a substitute up to the declared value of the Damaged or lost part(s) of the Insured Goods as described in the Packing List, where the declared value of the Damaged or lost part(s) is reasonable.

Where it is reasonable to do so, Underwriters will pay the amount of the additional costs which are actually incurred and which are described below.

The additional costs are the costs of:

- (1) replacement for the Damaged or lost part(s) or reasonable purchase costs of substitutes for them which are incurred in excess of the declared value of such Damaged or lost part(s) as described in the Packing List;
- (2) certificate proving irreparability;
- (3) renting substitute premises;
- (4) hiring substitute goods.

Where Underwriters agree to pay the amount of the additional costs described above, the total amount which Underwriters will pay in respect of the claim is limited to 150% of the declared value of the Damaged or lost part(s) of Insured Goods as described in the Packing List.

Where there is a total loss of the Insured Goods, Underwriters will pay the actual charges for forwarding the replacement materials for the Insured Goods (including airfreight), as well as any duties or taxes if reasonably incurred. The actual charges for forwarding the replacement materials are not subject to the limit of 150% which is described immediately above.

### 3.5.3 Payment

Where it is not possible to replace the Damaged or lost part(s) of the Insured Goods or to purchase a substitute, Underwriters will pay the declared value of the Damaged or lost part(s) of the Insured Goods as described in the Packing List plus the reasonable cost of a certificate of irreparability where the declared value of the Damaged or lost part(s) of the Insured Goods is reasonable.

### 3.5.4 Depreciation in Value

If there has been a depreciation in value of the Insured Goods which is a pair or set following the repair, replacement, or substitution as described above, Underwriters will also pay the amount of the depreciation in value which Underwriters have assessed up to the declared value of the Damaged or lost part(s) of the Insured Goods as described in the Packing List. This payment for depreciation in value is in addition to the actual costs incurred under paragraph 4.1 (1) and 4.1 (2) below. Where Underwriters agree to pay the amount of the depreciation in value described in this paragraph, the total amount which Underwriters will pay in respect of the claim is limited to 150% of the declared value of the Damaged or lost part(s) of Insured Goods as described in the Packing List.

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### 3.6 Fine Art and Antiques Clause

#### 3.6.1 Repair

If Insured Goods comprises fine art or antiques, Underwriters will only pay the actual costs of the repair incurred.

#### 3.6.2 Replacement

Where it is not possible to repair the Damage to the Insured Goods, including the case of actual loss of it, Underwriters will pay the actual costs of replacement or the reasonable purchase costs of substitutes.

Where there is a total loss of the Insured Goods which comprises fine art or antiques, Underwriters will pay the actual charges for forwarding the replacement materials for the Insured Goods (including airfreight), as well as any duties or taxes reasonably incurred.

#### 3.6.3 Exclusions

There are exclusions to Underwriters liability to pay the actual costs of the repair incurred or the cost of a replacement. The exclusion which applies under this paragraph is that Underwriters will not pay any costs for any depreciation in value of the Insured Goods which is fine art or antiques caused by the loss or Damage.

The general exclusions set out in paragraph 5 also apply.

#### 3.6.4 Limitations on Underwriters Liability

Underwriters liability under this paragraph is limited to the lower of the:

##### 3.6.4.1 actual value of the Damaged or lost Insured Good(s) at the time and place of arrival at the destination shown on the Packing List;

or

##### 3.6.4.2 declared value of the Damaged or lost Insured Good(s) as described in the Packing List

#### 3.6.5 High Value Fine Art or Antiques

If Insured Goods comprises fine art or antiques and Assureds have included a declared value of GBP 50,000.00 or over (or equivalent in any other currencies) in respect of the Insured Goods on the Packing List, in order for Underwriters to consider the claim, Assureds will need to send Underwriters sufficient evidence supporting the declared value of the Insured Goods. The evidence can be a professional valuation no less than three (3) years old, or such other evidence which Underwriters may reasonably request.

### 3.7 Musical Instruments Clause

This policy does not cover any loss, damage or expenses due to out of tune, looseness of strings and natural disorder to musical instruments

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### 3.8 Label Clause

In case of Damage which only affects labels, Underwriters liability is limited to an amount which is sufficient to pay the cost of reconditioning or the cost of new labels and re-labelling the Insured Goods.

### 3.9 Motor Cars Clause

Subject to the terms of this Policy, Underwriters will cover a claim for breakage, bending and denting, theft, pilferage and non-delivery of a motor car.

We will not cover any scratching unless the scratching was caused by the carrying conveyance being stranded, sunk, burnt, in collision, derailed, crashed or overturned.

### 3.10 Debris Removal and Destruction Expense Clause

This insurance covers expense incurred for the removal and destruction of all debris of the property covered hereunder which may be occasioned by loss or damage by any of the perils insured. The recoverable amount under this clause shall be limited to GBP 5,000,00 any one accident.

### 3.11 Marine Cyber Endorsement LMA 5403 11 November 2019:

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

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

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

### 3.12 COMMUNICABLE DISEASE EXCLUSION

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

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or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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

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

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

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

### 4. BASIS OF SETTLEMENT

#### 4.1 General Repair Cost

These general repair cost terms and conditions apply to Insured Goods unless otherwise regulated within a clause under paragraph 3 (coverage) above.

Where the Damage to the Insured Goods can be repaired, Underwriters will cover the actual cost of the repair up to the declared value of the Damaged Insured Goods as described in the Packing List.

Where it is reasonable to do so, Underwriters will pay the amount of the additional costs which are actually incurred and which are described below.

- (1) The additional costs are the costs of: repair incurred in excess of the declared value of the Damaged Insured Goods as described in the Packing List;
- (2) obtaining a quotation of repair estimates;
- (3) renting substitute premises;
- (4) hiring substitute goods.

Where Underwriters agree to pay to the Assured the amount of the additional costs described above, the total amount which Underwriters will pay to the Assured in respect of claim is limited to 150% of the declared value of the Insured Goods as described in the Packing List.

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### 4.2 General Replacement Cost

These general replacement cost terms and conditions apply to Insured Goods unless otherwise regulated within a clause under paragraph 3 (coverage) above.

Where it is not possible to repair the Damage to the Insured Goods, including the actual loss of the Insured Goods, Underwriters will cover the actual cost of replacement of the Damaged Insured Goods or the reasonable purchase costs of a substitute up to the declared value of the Damaged or lost Insured Goods as described in the Packing List.

Where it is reasonable to do so, Underwriters will pay the amount of the additional costs which are actually incurred, and which are described below.

The additional costs are the costs of:

- (1) replacement for the Damaged Insured Goods or reasonable purchase costs of a substitute incurred in excess of the declared value of the Insured Goods as described in the Packing List;
- (2) a certificate of irreparability;
- (3) renting substitute premises;
- (4) hiring substitute goods

Where Underwriters agree to pay the Assured the amount of the additional costs described above, the total amount which Underwriters will pay to the Assured in respect of claim is limited to 150% of the declared value of the Damaged or lost Insured Goods as described in the Packing List.

Where there is a total loss of the Insured Goods, Underwriters will pay the actual charges for forwarding the replacement materials for the Insured Goods (including airfreight), as well as any duties or taxes reasonably incurred. The actual charges for forwarding the replacement materials are not subject to the limit of 150% which is described immediately above.

Where it is not possible to replace the Damaged or lost Insured Goods or to purchase a substitute, Underwriters will pay the declared value of the Damaged or lost Insured Goods as described in the Packing List plus the reasonable cost of a certificate of irreparability, if applicable.

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### 4.3 Costs and Expenses to Minimise Delay to Delivery

There may be circumstances where the delivery of Insured Goods is delayed.

In addition to the repair or replacement of Insured Goods subject to the terms of this Policy, Underwriters will act on Assureds behalf and will pay in full, any costs and expenses incurred in order to minimise delay to the delivery of Insured Goods, in circumstances where the vessel is arrested or detained, or the voyage is abandoned or as a result of a declaration of "General Average" or which Underwriters have to make a contribution to salvage charges.

In addition to the repair or replacement of Insured Goods subject to the terms of this Policy, Underwriters will act on the Assureds behalf and will pay in full, any costs and expenses incurred in order to minimise delay to the delivery of Insured Goods, in circumstances where Insured Goods are delivered to a port or place other than to the port or place which is the destination described in the Certificate.

## 5. EXCLUSIONS AND LIMITATIONS

This Insurance does **NOT** cover:

### 5.1 Non-declared Personal Effects

Personal effects which are not declared on the inventory list

### 5.2 Excluded Perils

For loss or Damage attributable to, caused by or resulting from

- 5.2.1 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the Insured Good(s); or
- 5.2.2 the inherent vice or nature of the Insured Good(s) making the Insured Good(s) susceptible to damage due to normal transit handling including but not limited to vibration or temperature or humidity

### 5.3 Delay

For loss or Damage attributable to, caused by or resulting from delay, even though the delay is caused by a risk insured against,

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### 5.4 Radioactivity

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

For loss or Damage directly or indirectly caused by or contributed to or arising from:

- 5.4.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- 5.4.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- 5.4.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- 5.4.4 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;
- 5.4.5 any chemical, biological, bio-chemical, or electromagnetic weapon

### 5.5 Natural Disasters

For loss or Damage caused by, directly or indirectly earthquake, volcanic eruption, and/or accidents (including tidal waves and fire) arising therefrom, while the Insured Goods are in storage prior to deliver to the destination described in the Certificate

### 5.6 War Risks

For loss or Damage caused attributable to, caused by or resulting or arising from War Risks unless the Insured Goods is loaded onto or into a vessel or aircraft at the time of such loss or Damage in accordance with the terms of the War Risks Cover under paragraph 3.3 of this Policy

### 5.7 Terrorism and Strike

For loss or Damage attributable to, caused by or resulting from Terrorism or Strike:

- 5.7.1 in respect of marine transits, on the expiry of sixty (60) days after completion of the unloading of the Insured Goods from the overseas vessel at the final port of discharge;
- 5.7.2 in respect of air transits, on the expiry of thirty (30) days after unloading the Insured Goods from the aircraft at the final place of discharge

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### 5.8 Sanctions Limitations

Under this Policy the payment of which or the provision of a benefit, would expose Underwriters 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

### 5.9 Insufficient Packing

For loss or Damage attributable to, caused by or resulting from insufficient packing of Insured Goods unless such packing has been prepared and admitted as appropriate for transportation by the Policyholder

### 5.10 Limitations for Special Insured Goods

Goods hereinafter listed, for which the Policyholder receive instructions to insure or assume the responsibility to insure, require special attention prior to inception of risk unless declared and valued and subject to a limit of GBP 50,000 per any one shipment

- (1) Fine art and antiques
- (2) Motor boats and yachts
- (3) Musical Instruments
- (4) Valuables such as but not limited to jewellery, pearls, diamonds, valuable papers, bonds, shares, deeds, certificates, securities, coins, furs, precious metals, precious stones, gems, gemstones, genuine carpets etc.

### 5.11 Other Insurance

Insured Goods that are covered by any other policy (or would but for the existence of the 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.

## 6. EXCLUDED GOODS CLAUSE

The following items are excluded from cover hereon:

- (1) cash and currencies, money orders, traveller cheques, cashiers cheques, bullion
- (2) animals, plants, seeds
- (3) drugs
- (4) perishables
- (5) firearms, explosives
- (6) Articles restricted by IATA including hazardous or combustible materials prohibited by any federal state or local government of any country from to or through which the shipment may be carried.

However, subject to satisfactory packing transport and security, Underwriters may consider extending cover to some of the above items prior to the beginning of transit.

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### 7. TERRITORY AND EXCLUDED TERRITORIES CLAUSE

It is hereby agreed that cover will only extend to Certificates issued by the Underwriter or Policyholder from its location in the United Kingdom to an Assured resident in the United Kingdom or to an Assured outside of the EEA if an insurance license is not required by applicable law or regulation (the "Territory"). It is further agreed that cover will not extend to transports subject to State or United Nations Legislation and those geographical areas as listed as Elevated, High, or Severe in the Global Cargo Watch List (GCWL)

Notwithstanding the above, Underwriters will, however, consider reinstating cover subject to satisfactory packing and security arrangements. This reinstatement of cover must be negotiated on individual sendings prior to the commencement of transit and will be subject to an additional premium to be agreed by Underwriters.

### 8. CERTIFICATE OF INSURANCE

The Policyholder will issue a certificate of Marine Insurance (including the IPID which can be found at <https://uk.nipponexpress.com/about-nippon-express/cargo-insurance>) and/or Insurance Product Information Document, as required) to the Assured subject always to the terms of this Open Contract and applicable law and regulation. Such Certificate confirms and certifies that insurance in the name of the goods specified on the packing list (i.e., the list provided to the Assured by the Policyholder on which the Assured provided details of the Insured Goods), valued at the amount insured, for the insured transit has been granted.

The Policyholder represents and warrants that neither it nor any of its subsidiaries or branch offices will sell, issue, renew, administer or service any insurance product or coverage in such a way that would cause the Underwriters to be deemed to be dealing with an unauthorised intermediary under the Policy. All Certificates of Marine Insurance may only be issued by the Policyholder or the Underwriters and no other party.

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### 9. INSURED VALUE AND INSURED AMOUNT

Notwithstanding anything contained herein to the contrary, the insured value is the same value which is declared in the packing list as attached hereto.

The insured value is at the same as insured amount.

Household Goods and Personal Effects insured hereunder must be valued at their replacement cost at destination as supported by a completed packing list.

Alternatively the Insured may indicate a lump sum value. Any item valued in excess of GBP 1,500 must still be listed and declared on the packing list and is calculation basis.

Antiques and Fine Art (if accepted hereon), Motor Vehicles, Boats and Trailers must be valued at their replacement cost at destination taking into account costs or duties shipping and carriage charges.

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### 10. CANCELLATION RIGHTS

#### 10.1 Cancellation Right of the Assureds (Cooling Off Period of Heart Liner Policy)

Assureds have the right to cancel the Policy within fourteen (14) days from the day Assureds purchase the Policy or the day on which Assureds receive the Policy documents, whichever is the later. This is known as a "cooling off period".

10.1.1 If Assureds wish to cancel during the cooling off period and the insurance cover has not yet commenced, Assureds will be entitled to a full refund of the premium paid.

10.1.2 If Assureds wish to cancel during the cooling off period and the insurance cover has already commenced, Assureds will be entitled to a refund less a proportionate deduction for the time Underwriters have provided cover.

If Assureds wish to cancel the Policy, Assureds can do so by writing to the office of Nippon Express (Policyholder).

If Assureds do not exercise the right to cancel within the cooling off period, the Policy will continue.

A person who is not a party to this Policy has no rights under this Contract or any law applicable to this Contract including, as may be applicable, the Contracts (Rights of Third Parties) Act 1990 to enforce any term of their Policy.

#### 10.2 Cancellation Right of the Policyholder (Open Cover Policy)

##### 10.2.1 Prior to Renewal

This Policy will be automatically renewed for a further twelve (12) months unless written notice of cancellation has been given by either party concerned at least thirty (30) days prior to the date of expiry.

##### 10.2.2 In case of claim

This Policy may be cancelled in case of a claim by either party, the Policyholder or Underwriters. The cancellation become effective thirty (30) days after the date under which notice has been given. Cancellation in case of a claim is only possible immediately after final decision regarding settlement.

##### 10.2.3 War and Strike Risks

The cover against war risks and strike risk as defined in the written conditions under paragraph 3.3 and paragraph 3.4 above may be cancelled by either the Underwriters or the Policyholder except in respect of any insurance which shall have attached in accordance with paragraph 3.2 above

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War cover cancellation shall however only become effective on the expiry of 7 days from midnight of the day on which notice of the cancellation is issued by or to the Underwriters.

Strike cover shall however only become effective on the expiry of two (2) days from midnight of the day on which notice of the cancellation is issued by or to the Underwriters.

### **11. ERROR AND OMISSION (CUSTOMERS RIGHTS)**

Any act, error or omission on the part of the Policyholder, shall not prejudice Assureds right to make a claim under this Policy.

### **12. WAIVER OF SUBROGATION**

The Underwriters shall waive the right of subrogation in respect of loss of or damage to the goods hereby insured claimable hereon, if any, against the Policyholder and all subsidiaries (including overseas subsidiaries) and associated companies and agents of the aforementioned engaged in transportation of personal effects, unless such loss or damage is caused by wilful misconduct or gross negligence of above mentioned companies.

### **13. ALTERATION OF CONDITIONS**

The Policyholder is allowed to declare risks under this Policy on conditions different from those as generally applied. A such-like declaration, however, has to be made prior to the inception of risk.

### **14. DISCLOSURE**

There is a duty on the Assured to take reasonable care not to make a misrepresentation to Underwriters in respect of this Policy. This means that it is very important that the information the Assured provide to the Underwriters, is accurate and complete.

If it is not clear to the Assured whether or not something needs to be mentioned it is better to mention it; likewise if some information that the Assured give may not be completely correct, then the Assured should explain this. Failure to provide Underwriters with complete and accurate information may mean that the Assured is not entitled to some or all of the benefits provided by the Policy.

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### **15. FOREIGN CURRENCY OBLIGATION**

If a money debt stated in a currency other than GBP is payable within the country, then payment may be made in GBP unless payment in the other currency has been expressly agreed.

Conversion occurs at the rate of exchange in effect in the place of payment at the time of payment.

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### 16. HOW TO MAKE A CLAIM

If Assureds fail to comply with the provisions set out in this section 21, Underwriters can reject Your claim.

#### 16.1 Notification

Assureds must notify the claim within one (1) month of the delivery of Insured Goods to the destination shown on the Certificate. If Insured Goods are totally lost, Policyholder shall contact the Assured. The Assured must notify the claim within one month of being informed that Insured Goods are totally lost.

Assureds can notify the claim:

(1) directly to the Underwriters using the following details:

Endurance Worldwide Insurance Ltd Attention: Sompo International Marine  
Claims Department

1st Floor, 2 Minster Court, Mincing Lane

London EC3R 7BB

or telephone on +44 (0)20 7337 2800

or email at: [MarineClaims@sompo-intl.com](mailto:MarineClaims@sompo-intl.com)

or

(2) to the office of Nippon Express Co., Ltd. (for shipments to Japan)

Nippon Express Co., Ltd. will pass the details of Your claim to us or our claims agent.

#### 16.2 Claims Documents

When Assureds notify the claim, Assureds will need to provide the claims form and the documents which are listed under the heading "Necessary Documents" on the claims form. "Claims Form" means the form which is attached to the Certificate which must be used when making a claim;

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### **17. RATES**

Rates in accordance to EWIL's tariff to be confirmed prior to sending.

### **18. ENDORSEMENTS, REPLACEMENT PAGES, NOTIFICATIONS ETC.**

Endorsements, replacement pages, notifications, information and premium agreements concerning this Policy shall be deemed as an Integral part of this Policy. Modifications enter into force on the date stated on the replacement pages.

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### 19. DATA PROTECTION

The Company will use personal information and special category data given by you, together with other information for, among other things, the administration of this Policy, the handling of claims, the provision of customer services, credit checks and to prevent and detect fraud. The information may also be disclosed to the Company's affiliates or parent, service providers and agents for these purposes. It may also be disclosed to the Insured's insurance advisor, where appointed.

The Company may need to collect and process information relating to individuals who may benefit from this Policy, which may include both personal data and special category data (such as medical history). You must ensure that you have explicit verbal or written consent from these individuals to such information being processed by the Company.

In collecting or processing personal data, including special category data, about the Insured or related third parties under this Policy, the Company shall comply with applicable Data Protection Legislation.

Privacy Notice for Insurance Applicants and Policyholders

At Sompo International we are committed to protecting your personal information and respecting your data protection and privacy rights you have under applicable law and regulations.

When you submit any information to us for the purpose of requesting information from us about, or obtaining, our products or services or otherwise, including any personal information, we will use the information in our insurance business to conduct our business and perform our legal obligations, including:

- i verifying your identity;
- ii preventing, investigating or reporting fraud or potential fraud, money laundering, terrorism, misrepresentation, security incidents, sanctions violations or any crime, all in accordance with applicable law and regulations;
- iii assessing, establishing and managing claims and arranging or entering into any appropriate settlements;
- iv managing, reporting and auditing our business operations;
- v recovering debt;
- vi developing, improving and protecting our products, services, website, systems and relationships with you;
- vii research, risk management and statistical analyses;
- viii establishing, exercising or defending legal claims; and
- ix meeting regulatory and compliance requirements.

With your permission, we may also use your contact details (including email address) to send you information about our products and services or other products and services provided by us or one of our group companies.

We may share your information for the purposes outlined above with:

- i our group companies;
- ii brokers, other insurers and underwriters;
- iii healthcare professionals;

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- iv law enforcement authorities;
- v other government authorities;
- vi fraud prevention agencies; and
- vii third parties involved in any aspect of claims management including surveyors, loss adjusters, claims agents, solicitors and private investigators;
- viii parties that may have a financial interest in the insurance policy or claim;
- ix other service providers that may process your personal information on our behalf (for example, IT service providers that host or support our business and may have data that includes your personal information); and
- x otherwise with your consent or in accordance with applicable law and regulations.

If you have provided information about another person, in doing so you confirm that you have such person's consent to provide the personal information to us, that you have told such person that you have provided the information to us, and how we will use the personal information as described in this notice.

To the extent you have provided your consent, and your consent provides the basis for our use of the information, you may withdraw your consent at any time by contacting us as described below.

More details about how we use your personal information may be found on our website at <https://www.sompo-intl.com/privacy-policies/>.

The website also provides additional information about your data protection rights, how you may access and update your personal information and other choices you have about how we use your personal information (including how to object to processing or withdrawing your consent at any time). If you have any questions regarding this notice, please contact us at:

Attn: Chief Compliance Officer Sompo International  
Waterloo House  
100 Pitts Bay Road  
Pembroke HM08  
Bermuda  
[Privacy@sompo-intl.com](mailto:Privacy@sompo-intl.com)

<sup>1</sup> The term "Sompo International" refers to and includes each and every subsidiary of Sompo International Holdings Ltd., a Bermuda exempted company ("SIHL"). To the extent, however, that an affiliate of SIHL that is not a subsidiary of SIHL receives or uses personal information that is covered by this Policy and requires protection under the Data Protection Legislation, then such affiliate is included within "Sompo International" for purposes of protecting the data that such affiliate receives or uses. For a list of Sompo International offices, please see <https://www.sompo-intl.com/location/corporate>. For a list of affiliates that are included in the Sompo Group, please see [https://www.sompo-hd.com/en/group/group\\_list/](https://www.sompo-hd.com/en/group/group_list/).

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### 20. LAW AND JURISDICTION

Unless specifically agreed to otherwise, this Policy shall be subject to the law of English and Wales and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales.

### 21. COMPLAINTS PROCEDURE

How to make a complaint

We aim to provide a high and effective standard of service to our policyholders and treat them fairly at all times. If you have a complaint about the service provided to you by Sompo International, please let us know immediately. You can contact us in one of the following ways:

Head of Compliance  
2 Minster Court, 1st Floor  
Mincing Lane  
London  
EC3R 7BB

Email: [Complaints@sompo-intl.com](mailto:Complaints@sompo-intl.com)  
Website: <http://www.sompo-intl.com/>

If your complaint can be resolved within three business days:

We will aim to resolve your concerns within three business days, following receipt of your complaint. A written Summary Resolution Communication will be provided to you if the complaint is resolved to your satisfaction.

In the unlikely event that you remain dissatisfied, you may be entitled to refer the matter to the Financial Ombudsman Service, free of charge.

If your complaint cannot be resolved within three business days:

We will send you an acknowledgement letter to explain your complaint has been escalated to the Head of Compliance, who will investigate your complaint and keep you informed throughout the process.

We will investigate your complaint and provide one of the following within 8 weeks of receipt of your complaint:

-A final response letter explaining the outcome of our investigation, the reason for our decision and information on how to steps to take, should you remain dissatisfied; or

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-A holding letter confirming when we anticipate we will have concluded our investigation.

Referring to the Financial Ombudsman Service:

Should you remain dissatisfied with the outcome of our investigation or we are unable to conclude our investigation within 8 weeks, you may be able to refer your complaint to the Financial Ombudsman Service (\*if eligible), provided you do so within 6 months of the date of the Final Response.

The Financial Ombudsman Service contact details:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Email: [complaint.info@financialombudsman.org.uk](mailto:complaint.info@financialombudsman.org.uk)  
Telephone: 0800 023 4567 or 0300 123 9123  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Your right to complain is without prejudice to your right to issue legal proceedings.  
\* The Financial Ombudsman Service may not be able to consider a complaint if you have not provided us with the opportunity to resolve it first, or if you are:

- a small business which has an annual turnover of more than £6.5 million; and has annual balance sheet of more than £5 million; or employs more than 50 persons.
- a trustee of a trust with a net asset value of more than £5 million; or
- a charity with an annual income of more than £6.5 million.

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service – this process is free and conducted entirely online.

You can access the ODR platform on <http://ec.europa.eu/odr>.

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### 22. SUBSCRIPTION LIST

This insurance contract has been written in duplicate in United Kingdom.  
In witness thereof, the Underwriters of Endurance Worldwide Insurance Limited on behalf of the said Company, have subscribed their names on the date written below.

#### UNDERWRITER

Endurance Worldwide Insurance Limited  
2 Minster Court, 1st Floor  
Mincing Lane  
London  
EC3R 7BB

PROPORTION: 100%



EWIL

04/02/2022

Stamp and Signature

United Kingdom