



Lonham Marine Underwriters, 81 Grimwade Street, Ipswich, Suffolk, IP4 1LN  
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**keyfacts**<sup>®</sup>

## Policy Summary

01 November 2013 to 31 October 2014

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

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

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

**Our product:** Cargo/Stock Insurance by way of a Master policy arranged on behalf of wine exchange, Liv-Ex Ltd and/or Vine International ("Liv-Ex").

**Cover:** Subject to Liv-Ex Ltd having received specific instructions to insure your goods, this insurance shall indemnify you for physical loss, destruction or damage to your goods by an insured event or peril, subject to the goods being suitably packed and protected to withstand the normal rigours of transit/storage and subject to policy clauses, conditions and exclusions.

Goods Insured: Wine, Spirits or similar.

**It is the responsibility of the customer to advise Liv Ex Ltd in advance of any stock sums to be insured, any transits to be insured, providing all appropriate details including sums to be insured.**

**Damage to Labels:** cover for up to 50% depreciation in declared value in respect of damage to labels that has occurred whilst in transit and/or storage which has a detrimental effect to the value of the wine at sale.

This cause covers up to 50%, it is not an automatic amount. It is expected that the insured mitigates their loss to the lowest figure possible. By way of an example they find a buyer for wine with damaged labels at 80% of original price.

**Implosion of Cork:** this insurance covers loss or damage to wine caused by the implosion of corks occurring whilst in transit and/or storage.

**Heating:** this insurance covers physical loss of or damage to wine in transit and/or storage due to the direct effects of heating, but does not cover intangible and subject factors affecting or determining the quality of the wine including the not limited to its taste, odour, colour, marketability and rating as a result of actual or feared exposure to heat.

**Basis of Valuation:**

The replacement value will be based on the Liv-ex Market Price at the time of loss. If the Liv-ex Market Price is more than 12 months old, the invoiced value should be used. There will be a maximum additional uplift of 10% to accommodate market increases between the time of loss and the time of obtaining a replacement.

If both the Liv-ex Market Price and the invoiced value are more than 12 months old, or unavailable, the insured, can at its discretion, refer to the Liv-ex Valuation Committee for a more up to date value. In the event that Liv-ex is the insured a value will be sought from three independent merchants and the claim settled at the average value provided.

**Territories covered:**

Worldwide cover **except** transits involving the following countries; whereby terms and conditions need to be agreed by insurers prior to shipment:

Afghanistan, Bougainville, Burma/Myanmar, Burundi, Chechnia Republic of, Cote D'Ivoire (Ivory Coast), Democratic Republic of Congo (formerly Zaire), Eritrea, Iran, Iraq, Liberia, Nigeria, North Korea, Sierra Leone, Somalia and Syria.

Including UK transits and storage cover.

Where part or all of the transit involves a waterborne movement the following clauses and conditions shall apply whilst the consignment is waterborne:

Institute Cargo Clauses (A)  
Institute Cargo Clauses (Air) (Excluding sendings by post)  
Institute War Clauses (Cargo)  
Institute War Clauses (Air Cargo) (Excluding sendings by post)  
Institute War Clauses (Sendings by post)  
Institute Strikes Clauses (Cargo)  
Institute Strikes Clauses (Air Cargo)  
Institute Classification Clause  
Institute Replacement Clause  
Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause  
Institute Cyber Attack Exclusion Clause  
7 days Cancellation Clause (War Risks, Strikes, Riots, Civil Commotion Risks on shipments to or from anywhere in the world)

The Institute Clauses are deemed to be those current at the time of commencement of the risk. **(Copies of all clauses are available on request. An explanation of each clause is also available on request).**

**Restrictions, Limits & Exclusions:**

**Limit:** Lesser of;  
i) the value specified by the customer in their instructions to Liv-Ex Ltd prior to transit/storage, or  
ii) GBP 2,000,000 maximum any one vessel, aircraft, conveyance, but  
iii) GBP 4,000,000 any one location in the course of ordinary transit

Limit in respect of mysterious disappearance GBP 150,000 any one loss and in the aggregate per annum

**Storage limits:**

GBP 14,000,000 maximum sum insured at any one named location, as shown below.

The policy storage limit is the maximum storage at any one location (this may reduce any claim should the aggregate of property in storage at that location exceed this limit).

Agreed stock locations:

- a) London City Bond, Chill Store Berth 29-30, Tilbury Dock, RM18 7EH
- b) Vinotheque Ltd, Derby Road, Burton upon Trent, DE14 1RY

**Note: Limits and excesses apply to policy numbers 109471 and 114708 in conjunction, therefore the limit and excesses apply simultaneously to both policies.**

**Excess:** GBP 2,500.00 in respect of transit claims  
GBP 10,000.00 in respect of stock claims

GBP 50,000 any one loss in respect of mysterious disappearance claims within any one quarterly stock check

All excesses to be borne on behalf of insured customers by Liv-Ex Ltd.

**Exclusions:** but not limited to:

*Pairs and Sets Clause exclusion*

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

*Excluded Causes:*

- Loss or damage attributable to customers wilful misconduct.
- Loss or damage caused by wear, tear, gradual deterioration, inherent vice and latent defect.
- Loss or damage caused by delay.
- Loss or damage caused by atomic fusion.
- Loss or damage caused by act of war on land.
- Loss or damage caused by moth, insect and vermin unless from an external cause.
- Loss or damage caused by ordinary leakage, ordinary loss in weight or volume.
- Loss or damage caused by insufficiently or unsuitability of packing or preparation.
- Heating, sweating, inherent vice and/or any loss or damage caused by atmospheric conditions.
- Claims for consequential loss of any kind or description.

**Choice of law:** English Law and the exclusive jurisdiction on the English Courts will apply.

**Duration:** Insurance will commence from commencement of the transit/storage until the insured property is professionally delivered to the final destination, in accordance with the terms of the contract between Liv-Ex Ltd and the customer.

**Cancellation: If you are an individual/sole trader:**

Subject to the contract of insurance exceeding one month's duration and you having paid the premium, you have a right to cancel this insurance up to 14 days from conclusion of the insurance contract and the premium refunded. Should you wish to exercise your cancellation rights you must notify Liv-Ex Ltd immediately.

After expiry of this 14 day period the policy can be cancelled at any time by either party. In this event you will remain liable for the premium due for the period on risk.

Any short term contract of less than one month's duration cannot be cancelled. Early cancellation outside of any Statutory Rights is possible by you or the Insurer. In this event you will remain liable for the premium due for the period on risk.

**If you are not an individual/sole trader:**

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

**Claims:** If you need to make a claim please contact Liv-Ex Ltd in the first instance. It will assist you if you have all your details available.

**Complaints:** Any enquiry or complaint shall be addressed in the first to the arranging broker: Oval Insurance Broking Ltd, Oval House, Inworth Road, Feering, Essex, CO5 9SE Tel: 01376 574200

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

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

2) The Complaints and Advisory Department, Lloyd's, One Lime Street, London, EC3M 7HA, UK, Tel: +44(0)2073275693, Fax: +44(0)2073275225, E-Mail: complaints@lloyds.com

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

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

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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