

# **GOODS IN TRANSIT POLICY**



## GOODS IN TRANSIT POLICY

This policy is a contract between **You** and **Us**.

This policy and any Schedule and/or endorsements should be read as if they are one document.

**Our** acceptance of this risk is based on the information presented to **Us** being a fair presentation of **Your Business** including any unusual or special circumstances which increase the risk and any particular concerns which have led **You** to seek insurance.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment there to. Any heading in this policy is for ease of reference only and does not affect its interpretation.

**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.

### Definitions

Any word defined below will carry the same meaning wherever it is shown in **Your** policy, any endorsements and the statement of fact in bold print. Words in the singular shall include the plural or vice versa.

1. **Data:** Information represented or stored electronically including code or series of instructions, software programs and firmware
2. **Employee:** Any person under a contract of service with **You**, or any self employed individual providing **You** with labour only, or any person hired or borrowed by **You** (including those supplied by employment agencies on a temporary basis)
3. **Event:** Any one occurrence or all occurrences of a series consequent upon or attributable to one originating cause.
4. **Excess:** The amount for which **You** are responsible for each and every claim arising out of any one **Event**
5. **Merchandise:** Goods (but not **Tools of Trade**) owned by or for which **You** are responsible incidental to **Your Business**
6. **Original Purchase Price:** The amount **You** have paid for **Tools of Trade**
7. **Property:** **Merchandise** and/or **Tools of Trade**
8. **Territorial Limits:** Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, the off shore islands and the Republic of Ireland (including sea transits between these territories)
9. **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)
10. **Tools of Trade:** Tools, plant, machinery, equipment, personal protective equipment, consumables, spare parts and/or similar items (but not **Merchandise**) owned by **You** or for which **You** are responsible used by **You** and/or any **Employee** for the purposes of **Your Business**
11. **Total Sum Insured:** The maximum amount **We** will pay for any claim or series of claims arising out of any one **Event**
12. **Unattended:** Where neither **You** nor any **Employee** are in a position to keep the **Vehicle** and/or **Property** under constant observation and at the same time have a reasonable prospect of preventing any unauthorised interference with the **Vehicle** and/or **Property**
13. **Vehicle:** Motor vehicle(s) (registration number(s) detailed in the Schedule) including any attached trailer owned/operated by **You** used for the carriage of **Property**
14. **We/Us/Our:** Royal & Sun Alliance Insurance plc.
15. **You/Your:** The Insured shown in the Schedule.
16. **Your Business:** The business shown in the Schedule.

## Scope of Cover

**You** are covered to the extent provided by this policy for physical loss of or damage to:

- A) **Tools of Trade** whilst being loaded upon, carried by, unloaded from or stowed within a **Vehicle**
- B) **Merchandise**:
  - 1) whilst such **Merchandise** is in transit by any **Vehicle** including any period of loading and/or unloading or
  - 2) arising as a result of mis-delivery occurring during this period of insurance occurring within the **Territorial Limits** during the period of insurance.

## Exclusions

**You** are not covered for any claim:

### 1. Unattended Vehicle

for theft:

- A) of **Property** carried in or on any **Vehicle** which is open (including any **Property** carried in an open backed **Vehicle** protected by vehicle sheets) unless contained within a tool box or chest which was permanently fixed to the **Vehicle** and to which all openings were closed, properly fastened and securely locked and all keys removed.
- B) of or from any **Unattended Vehicle**:
  - 1. unless all doors, windows and other openings of the **Vehicle** were closed and securely locked, any security devices or systems were set in operation and all keys removed.
  - 2. which was left at any location other than the address shown above for any period exceeding 24 consecutive hours unless at the time of the theft the **Vehicle** was garaged in a building which was securely closed and locked.
  - 3. if at the time of the theft the total value of **Property** in or on the **Vehicle** exceeded £10,000 (irrespective of the sum insured per **Vehicle** shown in the Schedule) unless the **Vehicle** was garaged in a building which was securely closed and locked.

### 2. Excluded Property

for:

- A) money, securities for money, negotiable instruments, savings stamps, unused postage stamps and/or anything of a similar nature.
- B) cash, credit, debit and/or charge cards
- C) documents, business record and/or information represented and/or stored in electronic form
- D) lap-top, palm-top and similar portable computer equipment
- E) 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
- F) 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.
- G) satellite navigation equipment
- H) electronic games consoles
- I) televisions
- J) motor vehicles.

### 3. Excluded Perils

- A) for physical damage to **Property** carried in or on any area of the **Vehicle** which is open caused by atmospheric or climatic conditions unless the **Property** was:
  - 1) within a toolbox or chest which was permanently fixed to the **Vehicle** and to which all openings were closed and properly fastened or
  - 2) protected by vehicle sheets.
- B) for loss or damage caused by or arising as a result of packing which was inadequate to withstand normal handling during transit.
- C) for property for which **You** are responsible under a contract of carriage and/or handling and/or storage.
- D) for **Property** whilst being driven under its own motive power or whilst being towed on its own road wheels.
- E) for mechanical, electrical and/or electronic breakdown, failure and/or derangement of **Property** unless external damage to that **Property** has occurred and such damage is covered under this policy.
- F) for **Property** whilst being dismantled, erected, commissioned or tested.
- G) for loss, damage or expense caused by or arising from depreciation, deterioration, mildew, mould, moth, vermin, ordinary wear and tear and/or any characteristic of the **Property** which in itself causes or gives rise to loss or damage irrespective of any other cause.
- H) for loss of market, loss of profits, delay, business interruption, increased cost of working or loss of production and any other losses unless specifically stated in the policy.

### 4. Used and/or Damaged and/or Secondhand Property

for rust, oxidisation, discolouration, corrosion, breakage, scratching, denting, bruising, chipping, twisting, bending and/or distortion to used and/or damaged and/or secondhand **Property** unless attributable to the carrying conveyance being involved in an accident or casualty.

### 5. 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.

### 6. War, Terrorism and Radioactivity

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

- A) war, invasion, **Terrorism**, act of foreign enemy, hostilities (whether war be declared or not), military or usurped power, revolution, rebellion insurrection of civil war.
- B) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from combustion of nuclear fuel.
- C) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- D) the radioactive, toxic, explosive or other hazardous or contaminating properties or any:
  - 1) nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

2) radioactive matter, but not radioactive isotopes, other than nuclear fuel when such isotopes are carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

E) any chemical, biological, bio-chemical or electromagnetic weapon.

#### 7. Acts of Authorities

caused by, or contributed to by, or arising from destruction, damage, confiscation, seizure, expropriation, nationalisation, detention or requisition by any central or local government or agency of such government.

#### 8. Sanctions Exclusion

to the extent that the 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 of United Kingdom

#### 9. Electronic Risk

A) caused by, or contributed to by, or arising from any Virus or Similar Mechanism

B) caused by or 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) caused by or 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) use

of **Data**

For the purpose 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 or logic bombs.

#### 10. Infectious or Contagious Disease Exclusion

for any loss, damage, liability, cost or expense, in any way caused by or resulting from:

A) infectious or contagious disease;

B) any fear or threat of A) above; or

C) any action taken to minimise or prevent the impact of A) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

### General Conditions

#### 1. Reasonable Precautions

**You** must take reasonable precautions to:

A) prevent, minimise or mitigate any physical loss or damage that may give rise to a claim under this policy.

B) check that any **Employees** engaged by **You** after inception of this policy to whom a **Vehicle** is entrusted are who they say they are and are of good character. This condition does not apply to **Employees** hired to **You** by any employment agency.

Failure to comply with this Condition will invalidate **Your** policy or result in a claim being rejected.

#### 2. Cancellation

A) **We** may cancel this policy at any time by giving 30 (thirty) days notice to that effect in writing by pre-paid letter post to either **Your** insurance advisor or **Your** last known address, in which case **We** will refund the difference (if any) between the premium for the period during which insurance was in force and the premium actually paid.

B) **We** will refund **Your** premium in full if **You** cancel this policy within 14 days from the start of the first period of insurance unless a claim or an incident which may give rise to a claim has occurred. In all other circumstances **We** will charge pro rata premium for the period of cover provided and refund the balance back to **You**.

#### 3. Business Cessation

All coverage under this policy will cease if **Your Business** is wound up, carried on by a liquidator or receiver or permanently discontinued.

#### 4. Disclosure

If **You** have failed to disclose or have misrepresented 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 will be lost, the policy will be invalid, and **You** will 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 advisor.

#### 5. Underinsurance

If at the time of any loss or damage to the **Property** in or on any **Vehicle** the value of such **Property** is greater than the sum insured per **Vehicle** specified in the Schedule **We** will not pay more than the proportion of the claim that the sum insured per Vehicle bears to the total value of the **Property**.

#### 6. Temporary Vehicle Substitution

If the **Vehicle** is temporarily out of use for maintenance, repair, official vehicle testing or is permanently replaced **We** will provide cover in respect of the replacement vehicle subject to the same **Total Sum Insured** and terms that applied to the **Vehicle** replaced provided that any permanent substitution is notified in writing to **Us** within 30 days of the substitution taking place.

#### 7. Contract (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 a third party which exists or is available apart from that Act.

#### 8. Law Applicable to this Contract

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of the policy 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.

## 9. Fraud

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

## 10. Multiple Insureds

Where the Insured shown above 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 shown as the Insured being jointly insured. Irrespective of the number of parties claiming under this policy the total amount payable by **Us** shall not exceed the **Total Sum Insured**.

## Basis of Claims Settlement

### 1. Repair, Replacement or Reinstatement

**We** will, at **Our** option, repair, replace or reinstate any **Property** lost or damaged.

### 2. Calculation of Settlement

**We** will not pay more than:

- A) for **Tools of Trade** - the **Original Purchase Price**
  - B) for new **Merchandise** - the new replacement value
  - C) for all other **Merchandise** - the used market value
  - or
  - D) the cost of repairing or re-instating the lost or damaged **Property** or
  - E) the value of that part of the **Property** which is actually lost or damaged regardless of whether it affects the value of other parts of the **Property**
- whichever is the least (less the applicable Excess and any applicable co-insurance).

## Claims Conditions

Failure to comply with Claims Conditions 1 to 4 will result in claim being rejected or settlement being reduced unless in **Our** opinion such failure has not prejudiced the investigation, defence or mitigation of the claim.

### 1. Notification to Us

**You** must notify **Us** as soon as **You** become aware of any circumstance or incident which may give rise to a claim under this policy. Claims must be notified to:

Marine Claims Dept., RSA, 17 York Street, Manchester, M2 3GR

Tel. during normal working hours: 0161 235 3161

e-mail: RegionalCargo.Claims@uk.rsagroup.com

or register first notification of loss at: [www.cargoclaimsonline.com](http://www.cargoclaimsonline.com)

### 2. Notification to the Police

**You** must notify the police as soon as **You** become aware of theft or malicious damage giving rise (or which may give rise to a claim) under this policy.

### 3. Responsible Parties

**You** must take all reasonable steps to hold responsible any party who has (or may have) a liability in respect of any incident giving rise (or which may give rise) to a claim under this policy.

### 4. Claims Co-operation and Control

**You** must:

- A) send to **Us** as soon as possible a detailed claim in writing and supply copies of correspondence or such further particulars as may be reasonably required by **Us** including but, not limited to evidence of:
  - I. **Your** ownership of any **Property** lost or damaged
  - II. the value of any **Merchandise** lost or damaged
  - III. the **Original Purchase Price** of any **Tools of Trade** lost or damaged
- B) at all times give **Us** full co-operation.
- C) allow **Us** to act as necessary for the purposes of enforcing any rights and remedies and obtaining relief or indemnity against other parties.
- D) not admit or deny liability, nor make any offer, compromise, promise or payment, enter into any agreement or give any undertaking in respect of any claim without **Our** written consent.

### 5. 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 COMMITMENT TO CUSTOMER SERVICE

At RSA We are committed to going the extra mile for Our customers. If You believe that We have not delivered the service You expected, We want to hear from You so that We can try to put things right.

#### Our promise to You

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep You informed of progress
- Do everything possible to resolve Your complaint
- Ensure You are clear on how to escalate Your complaint, if necessary

#### Step 1

If Your complaint relates to Your policy then please contact the sales and service team in the office which issued the Policy or Your Broker. If Your complaint relates to a claim then please call the claims helpline number shown in Your policy booklet.

We aim to resolve Your concerns on an informal basis, within three business days. Where We have been able to, We will send You a letter confirming this. We'll also explain how You may be able to refer the matter to the Financial Ombudsman Service if You subsequently decide that You are unhappy with the outcome.

#### Step 2

In the unlikely event that We are unable to resolve Your concerns through Our informal complaints process, Our Customer Relations Team will then review the matter on behalf of Our Chief Executive. Once Our Customer Relations Team have reviewed Your complaint they will send You a final decision in writing within 8 weeks of the date We received Your complaint.

Our Customer Relations Team's contact details are as follows:

**Post:**  
**RSA Customer Relations Team**  
P O Box 255  
Wymondham  
NR18 8DP

**Email:** [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

#### If You are still not happy

If You are still unhappy after Our Customer Relations Team's review, or You have not received a written offer of resolution within 8 weeks of the date We received Your complaint, You may be eligible to refer Your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

**Post:**  
**Financial Ombudsman Service**  
Exchange Tower  
London  
E14 9SR

**Telephone:**  
**0800 023 4567 (free from mobile phones and land lines)**  
**0300 123 9123 (costs no more than calls to 01 or 02 numbers)**

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have six months from the date of Our final response to refer Your complaints to the Financial Ombudsman Service. This does not affect Your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

## Privacy Notice

At Royal & Sun Alliance Insurance plc **We** provide commercial insurance policies directly and in partnership with other organisations. Where individuals are covered under the terms of these insurance policies **We** may need to process their personal information.

Information including the purpose and basis for the processing, how long data will be retained for and about the individual rights under the data protection regulation can be found at: [www.rsagroup.com/support/legal-information/privacy-policy/](http://www.rsagroup.com/support/legal-information/privacy-policy/)

If **You** have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer  
RSA  
Bowling Mill  
Dean Clough Industrial Park  
Halifax  
HX3 5WA

**You** may also email **Us** at [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com).