

Own Goods in Transit Section

Definitions

Goods

Goods belonging to the Insured or held by the Insured in trust and for which the Insured are responsible.

Vehicle

Any vehicle owned or operated by the Insured.

Transit

Carrying Goods in connection with the Business by any means of transit described in the Schedule, including

- loading and unloading Goods
- temporary storage of Goods in any building during transit, for up to 30 days.

Territorial Limits

Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands, including sea or air transits between these territories.

Money

Cash, bank and currency notes, cheques, crossed bankers drafts, postal orders, luncheon vouchers, current postage stamps, trading stamps, National Insurance stamps, Holiday with Pay stamps, National Savings stamps, National Savings certificates, Premium Bonds, credit sales vouchers or receipts, VAT purchase invoices, unexpired units in franking machines, gift tokens and consumer redemption vouchers belonging to the Insured or for which the Insured are responsible.

Cover

The Insurer will pay the Insured for

- A. loss of or damage to Goods in Transit within the Territorial Limits
- B. loss of or damage to the clothing or personal effects of the driver of any Vehicle or of any other person authorised to be in the Vehicle.

Exclusions

1. Loss or damage in respect of property more specifically insured.
2. Loss or damage due to
 - a. depreciation, deterioration or contamination, unless caused by accident to the conveying vehicle
 - b. inherent vice, leakage or ordinary loss in weight or volume
 - c. bruising, scratching, chipping, denting, rust, oxidation or discolouration
 - d. mechanical or electrical breakdown, failure or derangement
 - e. faults in processing or the insufficiency or unsuitability of packing or preparation
 - f. delay or loss of market.
3. Damage to the contents of any package not involving outward and visible damage to the package.
4. Loss or damage due to theft of Goods from any unattended Vehicle, unless such Vehicle has all points of access closed and secured by all locks and other protections and all keys have been removed from such Vehicle.
5. Loss or damage in respect of jewellery, precious stones, precious metals, bullion, furs, works of art, rare books, Money, bonds, securities of any description, deeds, documents, manuscripts, business books, plans, designs, livestock or the Insured's own machinery and plant (other than tools if specified as included in the Schedule).
6. Loss or damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons.
7. Loss or damage directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the Insured or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date, including the failure to
 - i. correctly to recognise any date as its true calendar date
 - ii. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
 - iii. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date.
8. Consequential loss or damage of any kind or description, other than any General Condition of Average and Salvage charges for which the Insured becomes liable in respect of any Transit insured by this Section.
9. The amount of any Excess specified in the Schedule.

Basis of Settlement

The Insurer will pay the Insured the value of the Goods in Transit at the time of loss or damage.

The Insurer will also pay the value of clothing or personal effects of the driver of any Vehicle or of any other person authorised to be in the Vehicle at the time of loss or damage.

The most the Insurer will pay for any one claim or series of claims arising out of any one occurrence of loss or damage is

- the Maximum any One Vehicle, the Maximum any One Loss or any other Limit of Liability specified in the Schedule
- for clothing or personal effects, £500 per person.

In consideration of cover by this Section not being reduced by the amount of any claim, the Insured will pay the appropriate additional premium on the amount of the claim from the date of the loss or damage to expiry of the Period of Insurance, but this shall not apply in respect of theft (as insured by this Section).

Basis of Settlement Adjustments

In calculating the most the Insurer will pay for any one claim, adjustments shall be made in accordance with the following clauses.

1. Average (Underinsurance)

If the value of Goods in or on any Vehicle at the time of any loss or damage is of greater value than the Maximum any One Vehicle or any other Limit of Liability specified in the Schedule for that Vehicle, the amount payable by the Insurer will be proportionately reduced.

2. Contribution

If at the time of loss or damage any other insurance has been effected by or on behalf of the Insured covering any of the Goods or any of the other property insured, the Insurer's liability under this Section shall be limited to the Insurer's rateable proportion of such loss or damage.

3. Sheets and Ropes

In respect of Vehicles, cover includes loss of or damage to sheets, ropes, packing materials and the like, but excluding loss or damage due to unexplained shortage or disappearance, wear and tear or depreciation.

4. Additional Vehicles

Cover includes loss of or damage to Goods in any additional Vehicle not specified in the Schedule up to an amount of £2,500 any one claim, provided that the Insured shall advise the Insurer of the acquisition of such additional Vehicle within 21 days of its acquisition and pay any additional premium required by the Insurer.

5. Substitute Vehicles

Cover includes loss of or damage to Goods arising out of the use of any vehicle in substitution by the Insured whilst any Vehicle is undergoing service or repair, up to the amount of the Limit of Liability specified in the Schedule applicable to the Vehicle undergoing service or repair.

6. Transhipment and Debris Removal Costs

Cover includes costs and expenses necessarily and reasonably incurred in

- a. transhipment and recovery of Goods following collision or overturning of the conveying Vehicle, or impact with any object by the conveying Vehicle
- b. removal of debris and site clearance following loss or damage to Goods, up to an amount of £10,000 any one claim. The Insurer will not pay for such costs and expenses arising from pollution or contamination of or to property not insured by this Section.

Section Conditions

1. Precautions

The Insured must

- a. take all reasonable measures to safeguard Goods and to maintain Vehicles in an efficient and roadworthy condition
- b. install any additional protections to any Vehicle asked for by the Insurer
- c. exercise due care in selecting employees to be entrusted with Vehicles or Goods.

2. Alteration in Risk

The Insured must notify the Insurer as soon as possible if during the Period of Insurance there is any alteration in the ownership of the Insured, or if in respect of Goods or any other property insured there is any alteration

- a. due to its disposal or removal
- b. in respect of which the interest of the Insured ceases except by will or operation of law
- c. in respect of the risks of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any site adjoining the Premises
- d. to the facts or matters set out in the Schedule or otherwise comprising the risk presentation made by the Insured to the Insurer at inception, renewal or variation of the Policy which materially increases the risk of loss or damage as insured by this Section.

Upon being notified of any such alteration, the Insurer may, at its absolute discretion

- a. continue to provide cover under this Section on the same terms
- b. restrict the cover provided by this Section
- c. impose additional terms
- d. alter the premium
- e. cancel this Section and the Policy.

If the Insured fails to notify the Insurer of any such alteration, the Insurer may

- a. treat this Section and the Policy as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired Period of Insurance, if the Insurer would have cancelled this Section and the Policy had it known of the increase in risk
- b. treat this Section and the Policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as the Insurer would have applied had it known of the increase in risk
- c. reduce proportionately the amount paid or payable on any claim, the proportion for which the Insurer is liable being calculated by comparing the premium actually charged as a percentage of the premium which the Insurer would have charged had it known of the increase in risk.

3. Non Invalidation

This Section shall not be invalidated by any act or omission or by any alteration unknown to or beyond the control of the Insured by which the risk of loss or damage is increased, provided that the Insured shall give notice to the Insurer (and pay an additional premium if required) immediately they become aware of such alteration.

4. **Additional Claims Condition**

In the case of Transit by road or rail carrier or by post, immediately the Insured becomes aware of any occurrence giving rise to or likely to give rise to a claim under this Section, the Insured shall take all practicable steps to notify the carrier concerned of any loss or damage within the time limits for notification of claims stipulated in the applicable conditions of carriage or contract.

The Insurer will not pay for any claim unless the terms of this condition have been complied with.

5. **The Insurers Rights following a Claim**

In respect of loss or damage for which a claim is made, the Insurer and any person authorised by the Insurer may without incurring any liability or diminishing any of the Insurer's rights in respect of the cover under this Section, enter take or keep possession of any vehicle where loss or damage has occurred, and take possession of or require to be delivered to the Insurer any Goods or other property insured, and to deal with such goods and other property insured for all reasonable purposes and in any reasonable manner.

No Goods or other property insured may be abandoned to the Insurer, whether taken possession of by the Insurer or not.

The Insurer will not pay for any claim unless the terms of this condition have been complied with.

6. **Subrogation**

Any claimant under this Section shall, at the Insurer's request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured, before or after the Insurer makes any payment.

The Insurer agrees to waive any such rights to which the Insurer might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to the Insured or against any company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the loss or damage.

7. **Arbitration**

If any difference arises as to the amount to be paid under this Section (liability being otherwise admitted by the Insurer), such difference shall be referred to an arbitrator to be appointed by the Insured and the Insurer in accordance with statutory provisions.

Where any difference is referred to arbitration in accordance with this condition, the making of an award shall be a condition precedent to any right of action against the Insurer.

This page has been left blank intentionally