

## GOODS IN TRANSIT

### Policy

Policy Form Reference BWGIT01 (March 2019) v1.1

**THIS POLICY IS A LEGAL CONTRACT. PLEASE EXAMINE IT THOROUGHLY TO ENSURE IT MEETS YOUR REQUIREMENTS. IF IT DOES NOT, PLEASE ADVISE BE WISER INSURANCE SERVICES LIMITED AS SOON AS REASONABLY POSSIBLE. THE INFORMATION WHICH YOU PROVIDED TO US HAS BEEN TAKEN INTO ACCOUNT IN OUR ASSESSMENT AND ACCEPTANCE OF THIS INSURANCE. ANY SUBSEQUENT CHANGES TO THAT INFORMATION MUST BE DECLARED TO US AS SOON AS REASONABLY POSSIBLE. FAILURE TO DO SO MAY INVALIDATE THE POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY. IF YOU ARE IN ANY DOUBT AS TO WHETHER INFORMATION IS MATERIAL OR NOT, PLEASE CONTACT BE WISER INSURANCE SERVICES LIMITED.**

Royal & Sun Alliance Insurance plc (**We**) and the Insured (**You**) agree that:

- a) this policy, any endorsements and the Statement of Fact shall be considered one document and
- b) all statements made and information supplied by **You** or on **Your** behalf for **Our** consideration are true to the best of **Your** knowledge and belief and shall be incorporated into and form the basis of this contract of insurance and
- c) failure to disclose all material information, whether or not the subject of a specific question by **Us**, will invalidate **Your** contract of insurance or result in a claim being rejected. Some guidance on what constitutes material information is given in the Statement of Fact. However if **You** are in any doubt as to whether information is material or not, please contact Be Wiser Insurance Services Limited and
- d) **We** will provide the insurance described in this policy (subject to the terms set out herein) for the period of insurance shown in the **Policy 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 and 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 to 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 and/or operated by **You** used for the carriage of **Property**
14. **We/Us/Our:** Royal & Sun Alliance Insurance plc
15. **Your/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 miss-delivery occurring during the 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 Insureds address shown in the Schedule or the address of any **Employee** 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 records and/or information represented and/or stored in electronic form.
- d) mobile telephones, smartphones, electronic organisers and/or similar equipment, associated software and/or electrical and/or electronic accessories and/or printer cartridges.
- e) portable satellite navigation equipment; electronic games consoles; headphones, DVDs, CDs, software and/or other electrical and/or electronic accessories and/or associated pre-recorded and/or preprogrammed media.
- f) microchips, microprocessors, central processing units, memory modules, motherboards, expansion boards and/or hi-tech components of a similar nature.

### 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, oxidation, 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 or civil war.
- b) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the 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 of 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 or 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 purposes 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 and logic bombs.

## 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 of 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 retain the full deposit premium.

### 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
- c) 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 **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 **Vehicles** 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 a 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 3908

e-mail: [RegionalCargo.Claims@uk.rsagroup.com](mailto: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

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 Teams contact details are as follows:

Post:

RSA Customer Relations Team

P O Box 255

Wymondham

NR18 8DP

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

**If You are still not happy**

If **You** are still unhappy after **Our** Customer Relations Teams 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  
Harbour Exchange Square  
London  
E14 9SR

**Telephone:**

0800 0234567 (free from standard land line, mobiles may be charged)  
0300 1239123 (same rate as 01 or 02 numbers on mobile tariffs)

**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** complaint 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 or 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)