

# 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

The **United Kingdom**, including sea or air transits therein.

### Money

Cash, bank and currency notes, uncrossed cheques, giro cheques including pre-authenticated giro cheques, uncrossed warrants, uncrossed postal and money orders, current postage and revenue stamps, National Savings stamps and certificates, holiday with pay stamps and gift tokens, National Insurance stamps (whether affixed to cards or not), debit card sales vouchers, trading stamps, luncheon vouchers and bills of exchange, securities for money travel warrants and authenticated travel tickets and phone cards for use by **the Insured** or any partner, director or employee of **the Insured** in connection with **the Insured's Business**, consumer redemption vouchers and company sales vouchers and unexpired units in franking machines, all belonging to **the Insured** or for which **the Insured** has accepted responsibility.

### Unattended

Any vehicle with no person in charge or where neither **the Insured** nor any employee are in a position to keep the **Vehicle** or **Goods** under observation and able to observe or prevent any attempt by any person to interfere with the **Vehicle** or **Goods**.

## 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, oxidisation 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 confiscation or detention by Customs or other officials.
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 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.
7. 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**.
8. 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, and in the absence of written notice by the Insurer to the contrary within 30 days of the notification of any loss or damage, the Insured will pay the appropriate additional premium on the amount of the claim from the date of loss or damage to the expiry of the Period of Insurance, and agrees to comply with any security recommendations or other measures the Insurer may require to reduce the risk of further loss or damage.

## 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. 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.

### 2. 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.

### 3. 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.

### 4. 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.

### 5. 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.

### 6. FOB Conditions

Cover includes loss of or damage to Goods forwarded under FOB conditions, within the Territorial Limits, for a period not exceeding 30 days from the commencement of Transit, in respect of any one consignment whilst at dockside/airside or in temporary warehousing until placed on board ship or aircraft.

## Section Conditions

### 1. Precautions

It is a condition precedent to the liability of **the Insurer** that **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**.

#### 8. **Vehicle Security Protections**

It is a condition precedent to the liability of **the Insurer** that additional protections to any **Vehicle** required by **the Insurer** shall:

- A. be installed in accordance with the specification agreed by **the Insurer**
- B. not be altered or varied unless agreed in writing by **the Insurer**
- C. be kept in full and working order at all times
- D. where appropriate to the type of protection, be serviced under a maintenance contract
- E. be secured or set whenever the **Vehicle** is left loaded and **Unattended** with all keys or other portable operating devices being kept in the personal custody of the driver of the **Vehicle** or of any other person authorised to be in the **Vehicle**

#### 9. **Declaration Condition**

If the premium or part of any premium is calculated on estimates supplied to **the Insurer** by or on behalf of **the Insured**, **the Insured** shall keep a record of all such relevant particulars and shall allow **the Insurer** to inspect such records at any reasonable time.

**The Insured** shall furnish **the Insurer** with such information as **the Insurer** may require at the expiry of each **Period of Insurance**, within the period specified by **the Insurer**. The premium shall be adjusted annually and any difference shall be paid by or returned to **the Insured** subject to any agreed minimum or deposit premium specified in the **Schedule**.

## Special Conditions - Unattended Vehicles (Applicable if shown in the Schedule as operative)

### 1. Overnight Theft Exclusion

This **Section** excludes loss or damage due to theft or attempted theft of **Goods** from any **Unattended Vehicle**

- A. after the last **Transit** of the day until next collected by the driver
- B. whilst otherwise in **Transit** 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**.

### 2. Overnight Theft Exclusion - Locked Building or Yard Requirement

This **Section** excludes loss or damage due to theft or attempted theft of **Goods** from any **Unattended Vehicle**

- A. after the last **Transit** of the day until next collected by the driver unless such **Vehicle** is in a securely locked building or in a fully enclosed and locked yard
- B. whilst otherwise in **Transit** 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**.

### 3. Theft Exclusion

This **Section** excludes loss of or damage to **Goods** resulting from theft or attempted theft from any **Unattended Vehicle**.

### 4. Alarm Clause - Specified Vehicle

In respect of any **Vehicle** specified in the **Schedule** this **Section** excludes loss of or damage to **Goods** resulting from theft or attempted theft from such **Vehicle** if it is left **Unattended**, unless the alarm system approved by **the Insurer** is

- A. put into operation and all alarm keys are removed and
- B. maintained in accordance with the terms and conditions of the installing company's agreement.

### 5. Alarm Clause - Unspecified Vehicle

This **Section** excludes loss of or damage to **Goods** resulting from theft or attempted theft from an **Unattended Vehicle**, unless the alarm system approved by **the Insurer** is

- A. put into operation and all alarm keys are removed and
- B. maintained in accordance with the terms and conditions of the installing company's agreement.