



TRANSIT eSOLUTIONS





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 thereto.

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.

Contents

Section	Page
Definitions	4
Scope of Cover	5
<i>Section 1: Own Vehicles</i>	<i>5</i>
<i>Section 2: Despatches by Carriers</i>	<i>5</i>
Exclusions	6
General Conditions	7
Basis of Claims Settlement	8
Claims Conditions	9
Complaints Procedure	10
Fair Processing Notice	11

Definitions

Any word defined below will carry the same meaning wherever it is shown in this policy, any endorsements and the Statement of Fact in bold print.

Consignment

All **Property** whether contained in one or any number of parcels, packages or containers, or in bulk sent at one time in one load from one address to another address

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)

Event

Any one occurrence or (if more than one occurrence) all occurrences of a series consequent upon or attributable to one original source or cause

Excess

The amount for which **You** are responsible for each and every claim arising out of any one **Event**

Excluded Property

- 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

Hi-tech components

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.

Hi-tech Equipment

- A lap-top, palm-top and similar portable computer equipment
- B 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
- C satellite navigation equipment
- D electronic games consoles
- E televisions

Property

Goods, equipment and/or merchandise (including tools of trade) owned by or for which **You** are responsible incidental to **Your** business as shown in the schedule

Section Limit

The maximum amount **We** will pay under each Section of this policy for any claim or series of claims arising out of any one **Event**

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)

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)

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**

Vehicle

Any motor vehicle (other than a motorcycle) or motor vehicle and attached trailer owned and/or operated by **You** used for the carriage of **Property**

We/Us/Our

Royal & Sun Alliance Insurance plc

You/Your

The Insured shown in the schedule

Scope of Cover

Section 1: Own Vehicles

If this Section is shown in the schedule as "Insured" **You** are covered subject to the Exclusions, General Conditions and Claims Conditions detailed elsewhere in this document for:

- A physical loss of or damage to **Property** occurring within the **Territorial Limits** during the period of insurance:
 - 1) whilst being loaded upon, carried by, unloaded from, or temporarily stored in the ordinary course of transit in or on a **Vehicle** or
 - 2) arising as a result of mis-delivery occurring during the period of insurance.
- B additional costs up to a limit of £5,000 reasonably incurred in:
 - 1) transshipping **Property** to another vehicle, delivering it to the original destination, or returning it to the place of despatch following physical loss of or damage to the **Property** or an accident to the **Vehicle** and/or
 - 2) removal of debris following physical loss of or damage to the **Property** or an accident to the **Vehicle** and/or
 - 3) reloading on to any **Vehicle** any **Property** fallen from such **Vehicle**

Section 2: Despatches by Carriers

If this Section is shown in the schedule as "Insured" **You** are covered subject to the Exclusions, General Conditions and Claims Conditions detailed elsewhere in this document for physical loss of or damage to **Property** occurring within the **Territorial Limits** during the period of insurance:

- A from the time that the **Property** is uplifted for the immediate commencement of transit and whilst in the ordinary course of transit by post, rail, road or other third party carrier until delivered to the consignee's premises or
- B arising as a result of mis-delivery occurring during the period of insurance.

Exclusions

You are not covered for any claim:

1 Unattended Vehicle

in respect of Section 1: Own Vehicles for theft of or from any **Unattended Vehicle** unless at the time of the theft:

- A) the stolen **Property** was contained within a fully enclosed area of the **Vehicle**, and
- B) all doors, windows and other openings of the **Vehicle** were closed, properly fastened and securely locked, and
- C) any immobiliser and/or alarm system fitted to the **Vehicle** was set in operation, and
- D) all keys were removed from the **Vehicle**.

2 Climatic Conditions

in respect of Section 1: Own Vehicles for physical damage to **Property** caused by atmospheric or climatic conditions unless the **Property** was contained within a fully enclosed area of the **Vehicle** or protected by vehicle sheets.

3 Despatches by Carriers

in respect of Section 2: Despatches by Carriers:

- A) for **Property** consigned to or from any address outside the **Territorial Limits**.
- B) for **Property** originally despatched from outside the **Territorial Limits** unless such **Property** was unpacked and checked for quantity and quality prior to the commencement of any transit for which insurance is provided under this policy.
- C) for loss or damage caused by or arising as a result of insufficient labelling or incorrect addressing or failure to make proper and complete declarations required by carriers unless the labelling or addressing was carried out by a party other than **You** or **Your Employees** and such insufficiency, error or failure arose entirely without **Your** knowledge.

4 Excluded Property

for **Excluded Property**

5 Hi-tech Components and Hi-tech Equipment

for **Hi-tech Components** and **Hi-tech Equipment**

6 Excluded Perils

- A) for loss or damage caused by or arising as a result of packing which was inadequate to withstand normal handling during transit.
- B) for property carried by **You** for hire or reward.
- C) for **Property** whilst being driven under its own motive power or whilst being towed on its own road wheels.
- D) 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.

- E) for **Property** whilst being dismantled, erected, commissioned or tested.
- F) 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.
- G) 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.

7 Used and/or Damaged and/or Secondhand Property

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

8 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.

9 War 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.

10 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.

General Conditions

1 Insurance Act 2015

In respect of any:

- A duty of disclosure
- B effect of warranties
- C effect of acts of fraud

the rights and obligations applying to **You** and **Us** shall be interpreted in accordance with the provisions of the Insurance Act 2015.

2 Reasonable Precautions

You must:

- A) take reasonable precautions to prevent or minimise any loss, damage or liability, or to cease any activity which may give rise to a liability under this policy and to maintain all buildings, furnishings, ways, works, machinery, plant and vehicles in a sound condition.
- B) as soon as reasonably practical after discovery cause any defect or danger to be made good or remedied and in the meantime cause such reasonable additional precautions to be taken as the circumstances may require.

If the terms of this Condition have not been complied with, and as a direct consequence, the amount for which **We** are liable under this policy has increased, then no payment shall be made by **Us** in respect of the amount of such increase

Such actions must be undertaken at **Your** own expense, other than in respect of:

- 1) reasonable costs incurred by **You** and/or
- 2) any costs incurred with **Our** prior written consent to minimise a claim under Section 1 (Cargo liability and extensions) which would exceed the applicable **Excess**.

The Sub-limit applicable to sub-clause 1) is £10,000.

3 Declaration of Sendings

If the schedule contains a premium adjustment clause:

- A) within one month of the expiry of each period of insurance **You** must supply **Us** with accurate declarations of **Your** actual sendings during the period for the categories shown in it.
- B) the premium will be adjusted at the rate or rates shown, subject to **Our** retaining the specified deposit premium for the period.

If **You** fail to supply the necessary declarations **We** will at **Our** option charge a provisional adjustment premium. Such premium will be calculated on the greater of:

- 1) 10% of the deposit premium for the expiring period or
- 2) an amount equal to the additional premium that would have been earned by applying the rates for the expired period of insurance to the estimated sendings for the subsequent period.

If requested by **Us** declarations of sendings must be certified by **Your** accountants.

4 Underinsurance

- A) If at the time of any loss or damage to **Property**:
 - 1) in any parcel or **Consignment** or
 - 2) in or on any **Vehicle**,

the value of such **Property** is greater than the corresponding sum insured specified in the schedule, **We** will not pay more than the proportion of the claim that the sum insured bears to the total value of the **Property**.

- B) If the schedule specifies the number of **Vehicles** owned or operated by **You** and at the time of any **Event** giving rise to a claim under this policy **You** own or operate more **Vehicles** than shown **We** will not pay more than the proportion of the claim that the number of **Vehicles** specified bears to the actual number of **Vehicles** owned or operated by **You**.

If both sub-clause A) and sub-clause B) are applicable then the amount payable by **Us** shall be the lesser of the amounts calculated under sub-clauses A) and B) of this condition (less the applicable **Excess** and any applicable co-insurance).

5 Cancellation

We may cancel this policy at any time:

- A) by giving 30 (thirty) days notice to that effect in writing by pre-paid letter post to either **Your** insurance adviser 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) immediately in the event that there is a default in instalment payments due under any linked loan agreement.

If **You** cancel this policy **We** will be entitled to retain:

- A) 50% of the deposit premium if cancelled within 3 calendar months 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 which case **We** will retain the full deposit premium.
- B) the full deposit premium if cancelled more than 3 calendar months from the start of the first period of insurance.

6 Contracts (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.

7 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.

8 Multiple Insureds

Where the Insured shown on the schedule 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 **Section Limit**.

Basis of Claims Settlement

1 Repair or Replacement

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

2 Calculation of Settlement

We will not pay more than:

- A) 1) for new **Property** for which a sales contract has been agreed – the invoice price
- 2) for new **Property** not intended for sale – the new replacement value plus cost of carriage
- 3) for secondhand and/or used **Property** – the used market value

or

- B) the cost of repairing or re-instating the lost or damaged **Property** or
- C) 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**).

Claims Conditions

Failure to comply with Claims Conditions 1 to 4 will result in a claim being rejected or settlement reduced unless in **Our** opinion such failure has not prejudiced **Our** investigation, defence or mitigation of such 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 Department
RSA
17 York Street
Manchester
M2 3GR

Tel. during normal working hours: 0161 235 3161

Fax: 0161 235 3903

e-mail: RegionalCargo.Claims@uk.rsagroup.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 all relevant third parties who have (or may have) a liability in respect of any incident giving rise (or which may give rise) to a claim under this policy, including the giving of written notice in due time and ensuring that any time limit is protected.

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 ownership and/or value of any **Property** 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.
- E) allow **Us** to act as necessary for the purposes of enforcing any rights and remedies and obtaining relief or indemnity against other parties.

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. **We** take all complaints seriously and following the steps below will help **Us** understand **Your** concerns and give **You** a fair response.

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 by close of the next business day. Experience tells **Us** that most difficulties can be sorted out within this time.

Step 2

In the unlikely event that **Your** concerns have not been resolved within this time, **Your** complaint will be referred to **Our** Customer Relations Team who will arrange for an investigation on behalf of **Our** Chief Executive. Their contact details are as follows:

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

Email: crt.halifax@uk.rsagroup.com

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
- Use the information from **Your** complaint to proactively improve **Our** service in the future.

Once **We** have reviewed Your complaint **We** will issue **Our** final decision in writing within 8 weeks of the date **We** received **Your** complaint.

If you are still not happy

If **You** are still unhappy after **Our** 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 (FOS). The FOS 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 landline, mobiles may be charged)
0300 1239123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

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

Thank you for your feedback

We value **Your** feedback and at the heart of **Our** brand **We** remain dedicated to treating **Our** customers as individuals and giving them the best possible service at all times. If **We** have fallen short of this promise, **We** apologise and aim to do everything possible to put things right.

Fair Processing Notice

How We use Your Information

Please read the following information carefully as it contains important information relating to the details that **You** have given **Us**. **You** should show this notice to any other party related to this insurance.

Who We are

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving **Your** information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, **We Us** and **Our** refers to the Group unless otherwise stated.

How Your information will be used and who We share it with

Your information comprises of all the details **We** hold about **You** and **Your** transactions and includes information obtained from third parties.

If **You** contact us electronically, **We** may collect **Your** information identifier, e.g. Internet Protocol (IP) Address or telephone number supplied by **Your** Service Provider.

We may use and share **Your** information with other members of the Group to help **Us** and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop **Our** services, systems and relationships with **You**;
- Understand **Our** customers' requirements;
- Develop and test products and services

We do not disclose **Your** information to anyone outside the Group except:

- Where **We** have **Your** permission; or
- Where **We** are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to **Us**, **Our** partners or **You**; or
- Where **We** may transfer rights and obligations under this agreement.

We may transfer **Your** information to other countries on the basis that anyone **We** pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which **You** provided it. Details of the companies and countries involved can be provided on request.

From time to time **We** may change the way **We** use **Your** information. Where **We** believe **You** may not reasonably expect such a change **We** shall write to **You**. If **You** do not object, **You** will consent to that change.

We will not keep **Your** information for longer than is necessary.

Sensitive Information

Some of the information **We** ask **You** for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). **We** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to carry out the services described in **Your** policy documents. Please ensure that **You** only provide us with sensitive information about other people with their agreement.

How to contact Us

On payment of a small fee, **You** are entitled to receive a copy of the information **We** hold about **You**. If **You** have any questions, or **You** would like to find out more about this notice **You** can write to: Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax, HX3 5WA

