



Goods in transit section

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Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your** Goods in transit section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found in the General introduction section of **your policy**.

Business interruption

Loss, cost or expense resulting from interruption or interference with **your business** as a result of any loss, destruction or damage to **property**.

Communicable disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where

- 1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- 2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- 3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer systems**.

Cyber incident

- 1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems**
- 2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer systems**.

Damage/damaged

Physical loss or destruction or damage.

Data

Any data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Defined peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, **storm**, **flood**, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animal.

Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

Flood

- 1 the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam
- 2 inundation from the sea
- 3 inundation by rainwater or rainwater induced run off, other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building

whether resulting from **storm** or not.

Geographical limits

Anywhere in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and Eire including the sea crossings in or between them.

Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

Phishing

Any access or attempted access to **data** made by means of misrepresentation or deception.

Property

Goods and trade tools belonging to **you** or for which **you** are responsible, relating to the **business** shown in **your** schedule.

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Storm

Storm excluding damage by **flood**.

Terrorism

In England, Scotland and Wales: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of His Majesty's Government in the United Kingdom or any other government de jure or de facto.

In Northern Ireland: An act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear.

In the Channel Islands, the Isle of Man and Eire: An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.

Time element loss

Business interruption, contingent business interruption or any other consequential losses.

Vehicle

Motor vehicle, articulated vehicle, trailer or semi-trailer owned or operated by **you**.

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability or purposely used to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems, data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

✓ What is covered

We will cover **you** for **damage** to **property** occurring during the **period of insurance** whilst in transit to destinations within the **geographical limits** by any means of conveyance described in **your** schedule, including

- 1 loading prior to despatch from the point of actually lifting **property** by or onto the means of conveyance
- 2 unloading and movement to the first resting place at the final destination.

Basis of claims settlement

We will pay **you** for the invoice value of **property** at the time of its **damage** or **we** may repair, replace or reinstate the **property**.

If an invoice has not been raised at the time of **damage**, the valuation will be based on the sale or re-sale value of the **property** at the time of the start of the transit.

If the **damaged property** is not new, **we** will deduct a reasonable amount for wear, tear and depreciation.

In the event of **damage** to any machinery or equipment, which when complete for sale or use consists of several separate parts, **we** will only pay for the part or parts actually **damaged**, including any replacement charges. In all circumstances **we** will not pay more than the value of the complete machine or equipment.

Claims for the total loss or destruction of ropes and sheets cover, personal effects cover and electronic equipment cover will be settled on the basis of value at the time of **damage** with adjustment for wear and tear, but **we** will not pay more than the limit specified for the cover in respect of any one claim.

Additional expenses cover

We will pay up to £10,000 any one claim for expenses reasonably incurred by **you** in

- 1 the removal of debris and site clearance from the immediate area of the site where **damage** to **property** in transit by **vehicle** has occurred

Goods in transit section *continued*

- 2 transferring **property** to any other conveyance, following fire, collision, overturning or impact of the conveying **vehicle**, including carrying the **property** to the original destination or to a place of collection
- 3 reloading onto the **vehicle** any **property** which has fallen from the **vehicle**
- 4 re-securing the **property** where there is dangerous movement of the load in transit by **vehicle**.

Demonstration or approval cover

We will pay up to the consignment limit shown in **your** schedule for **damage** to **property** during the **period of insurance** within the **geographical limits** whilst

- 1 in transit to or from **your** customer's premises on demonstration or on approval
- 2 on the customer's premises where the **property** is being demonstrated or being approved, excluding loss or damage caused by or through its demonstration or use.

Electronic equipment cover

We will pay up to £500 any one claim for **damage** to portable electronic equipment belonging to **you** occurring during the **period of insurance** within the **geographical limits**, whilst being used by the driver of a **vehicle** in the course of transit of **property**, in connection with the **business**.

Exports (free on board/free on aircraft) cover

We will cover **you** against **damage** to **property** occurring during the **period of insurance**, consigned to an address outside the **geographical limits**, where, by agreement, **you** are responsible for all expenses and insurance prior to delivery of the **property** over ships rail or on aircraft. The cover will apply whilst in transit within the **geographical limits** and for a period of up to 30 days whilst the **property** is temporarily stored awaiting shipment on any quayside or in any dock or airport store.

Incoming goods cover

We will cover **you** up to the consignment limit for **damage** to **property** occurring during the **period of insurance**, consigned to **you** from an address within the **geographical limits**, if it is **your** responsibility to insure.

Packers premises cover

We will pay up to the consignment limit shown in **your** schedule for **damage** to **property** during the **period of insurance** within the **geographical limits** whilst

- 1 in transit to or from premises where the **property** is being packed for transit
- 2 on the premises where the **property** is being packed for transit, excluding any loss, damage, cost or expense caused by or through the process of packaging.

Personal effects cover

We will pay up to £500 any one claim for driver's personal effects, where **damage** arises out of an occurrence for which there is also a valid claim for **damage** to **property** in or on a **vehicle**.

Ropes and sheets cover

We will pay up to £500 any one claim for **damage** to tarpaulins, sheets, trailer curtains, ropes, chains, webbing straps and packing materials belonging to **you** or for which **you** are responsible, not insured under any other policy, occurring during the **period of insurance** within the **geographical limits**, whilst carried on a **vehicle**.

Travellers samples cover

We will pay up to the consignment limit shown in **your** schedule for **damage** to travellers stock or samples occurring during the **period of insurance** within the **geographical limits**, whilst in transit or temporarily removed from a **vehicle** during transit and kept in a locked room or a locked building, provided that the stock or samples remain under the custody or control of **you** or **your** employee.

Limit of cover

- 1 The maximum amount **we** will pay for any one claim or series of claims arising from one occurrence is the limit of any one event shown in **your** schedule.
- 2 The consignment limit shown in **your** schedule is the maximum amount **we** will pay for all **property** sent at any one time
 - a in one or more packages and in one load by **vehicle** or carrier to the same destination
 - b for any one self contained package sent by post.

x What is not covered

Business interruption exclusion

We will not cover any **business interruption** other than as specified under the **Additional expenses cover**.

Cyber exclusion

We will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by contributed to by arising from occasioned by or resulting from

- 1 any **cyber act** including but not limited to **hacking, phishing, denial of service attack** or the transmission of any **virus or similar mechanism**
- 2 any **cyber incident**.

This exclusion shall not apply to claims for **damage** resulting from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them covered by this section.

Date recognition exclusion

We will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to or arising from the failure of equipment (including any **computer systems**) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims for **damage** resulting from a **defined peril** covered by this section.

Delay exclusion

We will not cover any loss, damage, cost or expense to **property** directly or indirectly caused by or arising from delay.

Deliberate loss or damage exclusion

We will not cover **you** for any loss, damage, cost or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you**.

Derangement exclusion

We will not cover any electrical or mechanical derangement unless caused by impact.

Disease exclusion

- 1 Notwithstanding any provision to the contrary within this section, this section excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 Subject to the other terms, conditions and exclusions contained in this section, this section will cover physical damage to **property** insured and any **time element loss** directly resulting therefrom where such physical damage or **time element loss** is covered by this section and is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, or impact by any road vehicle or animal, **storm**, earthquake, **flood**, subsidence, landslip, landslide, riot, riot attending a strike, civil commotion, vandalism and malicious persons, theft, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation.

Excess exclusion

The **excess** shown in **your** schedule will apply to each claim or series of claims arising from one occurrence.

Livestock exclusion

We will not cover any loss or destruction of or injury to living creatures.

Natural deterioration exclusion

We will not cover any loss, damage, cost or expense arising from natural deterioration of **property**.

Nuclear waste exclusion

We will not cover any loss or damage to nuclear waste.

Pressure waves exclusion

We will not cover any loss, damage, cost or expense directly or indirectly caused by or arising from pressure waves caused by aircraft or other aerial devices.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss, directly or indirectly caused by or contributed to by or arising from

- 1 ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
- 2 buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
- 3 transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
- 4 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly
- 5 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Temperature-controlled property exclusion

We will not cover the deterioration of **property** conveyed in frozen, chilled or insulated conditions due to

- 1 faulty stowage
- 2 incorrect setting or operation of the equipment
- 3 variations in temperature unless directly caused by fire, accident (but not breakdown) to the means of conveyance, theft or attempted theft.

Terrorism and Northern Ireland exclusion

We will not cover **you** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

- 1 In England, Scotland, Wales, the Channel Islands, the Isle of Man and Eire
 - a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.
- 2 In Northern Ireland
 - a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**
 - c riot, civil commotion and (except for damage or interruption to the **business** caused by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect. In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

Goods in transit section *continued*

Valuables exclusion

We will not cover any loss, damage, cost or expense to

- 1 money, securities for money (which includes certificates of bond, stock certificates, bills of exchange, promissory notes) or stamps
- 2 watches, precious stones, jewellery or bullion.

War risk exclusion

We will not cover any loss, damage or expense caused by or happening through war, invasion, act of foreign enemy hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.

Section conditions

These conditions of cover apply only to this section. **You** must comply with these conditions to have the full protection of **your policy**.

Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Carrier notification condition

If loss or damage is caused by a carrier, **you** must notify the carrier in writing as soon as **you** are aware of the loss or damage, as well as notifying **us**. **You** may be asked to complete the carriers claim form and any compensation **you** receive from a carrier must be paid to **us** if **we** have paid the claim.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Premium adjustment condition

If any part of the premium has been calculated on estimates **you** must, at **our** request, tell **us** the actual figures on the expiry of the **period of insurance** so that the final premium can be calculated using the agreed rates. If the adjusted premium is less than the estimated premium **we** will not return more than 25% of the original premium.

If the estimates shown in **your** schedule are marked as index linked, the renewal premium for each **period of insurance** will be calculated on an adjusted amount in line with suitable indices of costs.

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