

GOODS IN TRANSIT - OWN GOODS SECTION

Only applicable if this Section is shown as operative in the Schedule

1. Definitions

Wherever the following words and phrases appear in this Section they will always have these meanings

Any One Event

Any one occurrence or series of occurrences attributable to one original cause

Enclosed Premises

A locked building or a compound bounded on each side by a substantial wall fence or similar structure and having a locked gate

Excess

The amount for which the Insured is responsible as the first part of each claim or incident

Property

Goods and tools belonging to the Insured or for which the Insured is responsible relating to the business shown in the Schedule to this Section except for any goods specifically excluded by this Section

Territorial Limits

Anywhere including the sea crossings in or between England Wales Scotland Northern Ireland the Channel Islands the Isle of Man and Eire

Vehicle

Motor vehicle articulated vehicle trailer semi-trailer

Vehicle Sum Insured

The maximum the Company will pay in respect of property on any one Vehicle

2. Indemnity

The Company agrees subject to the terms contained herein or endorsed hereon to indemnify the Insured against

Loss of or damage to property in transit within the territorial limits whilst carried by the means of conveyance shown in the Schedule to this Section

Cover commences when the property is lifted by the Insured or the Insureds employees immediately prior to loading and continues until the property is placed in position (excluding erection dismantling or installation) by the Insured or the Insureds employees at destination including loading and unloading

Expenses

The Company will pay expenses reasonably incurred by the Insured in

- a) the removal of debris and site clearance of Property damaged whilst in transit from the immediate area of the site where the damage occurred
- b) transferring Property to any other Vehicle following fire collision overturning or impact of the conveying Vehicle including carrying the Property to original destination or to place of collection
- c) reloading onto the Vehicle any Property which has fallen from the Vehicle
- d) resecuring the Property where there is dangerous movement of the load in transit

Ropes and Sheets

The Company will pay for loss or damage (excluding wear and tear) to tarpaulins sheets trailer curtains ropes chains webbing straps and packing materials which belong to the Insured or for which the Insured is responsible whilst carried on any Vehicle described in the Schedule to this Section

Reinstatement of Sum Insured

The Company will automatically reinstate the Vehicle Sum Insured shown in the Schedule to this Section from the date of any loss unless written notice to the contrary is given by the Company The Insured may be required to pay extra premium and if the loss has resulted from theft the Company may require the Insured to fit additional protective devices to the Vehicle

Temporary Vehicle Substitution

If the Insureds Vehicles are individually specified in the Schedule to this Section the Company will insure property carried in any similar road Vehicle subject to the Section terms and security requirements when the Insureds own Vehicle is out of use undergoing repair maintenance or testing

Temporary Cover for Fleet Additions

If the Insureds Vehicles are individually specified in the Schedule to this Section subject to the Section terms the Company will insure Property carried in any road Vehicle the Insured operates which is to be added on a permanent basis to the fleet but is not included in the Schedule to this Section provided that

- a) after fourteen days from the date the Insured takes custody or control of the Vehicle cover shall cease unless during this period terms have been mutually agreed between the Company and the Insured
- b) a Vehicle Sum Insured of £2,000 will apply

Personal Effects

In the event of the payment of a claim under this Section for Property the Company will pay up to £100 for loss of or damage to drivers personal effects (excluding wear and tear) whilst they are in Vehicles operated by the Insured but the Company will not pay for audio/visual/telecommunications equipment or clothing watches and jewellery whilst being worn

The maximum the Company will pay under this Section including any extensions for any one event shall be the amount shown in the schedule as the limit one event

3. Extensions

These only apply if shown in the Schedule to this Section

Reference Number

1. Travellers Samples

The Company agrees to indemnify the Insured against loss of or damage to travellers samples relating to the business shown in the Schedule to this Section

2. Stockroom and Hotel

The Company agrees to indemnify the Insured against loss of or damage to property or travellers samples whilst temporarily removed from the Vehicle and kept in a stockroom hotel or private dwelling house provided that they remain in the custody and control of the Insured or the Insureds employees

3. Livestock

The Company will indemnify the Insured against death loss of or injury to livestock whilst being loaded onto carried by or unloaded from any Vehicle described in the Schedule to this Section anywhere in Great Britain by either

- a) fire
- or
- b) accidental means
- or
- c) theft

Loading starts as the animal mounts the ramp and unloading finishes as the animal leaves the ramp

Additional Conditions

- i) any Vehicle used must be constructed specifically for the safe carriage of livestock
- ii) the loading and unloading operations must be done under adequate supervision and by means of a specially constructed ramp

The Company will pay up to £500 for any one animal

The exclusion of living creatures in Exception 2a) does not apply to livestock

4. Property on Approval with Customers

The Company agrees to indemnify the Insured against loss of or damage to property whilst on customers premises on approval excluding loss or damage whilst in use The Company will pay up to £20,000 under this extension for any one event

5. Property on Demonstration

The Company agrees to indemnify the Insured against loss of or damage to property whilst on any premises for demonstration purposes excluding loss or damage caused during the demonstration itself

The Company will pay up to £20,000 under this extension for any one event

6. Exhibitions

The Company agrees to indemnify the Insured against loss of or damage to property and stands belonging to the Insured or for which the Insured is responsible whilst at exhibitions

but excluding

- i) loss or damage due to atmospheric climatic or weather conditions of any kind or due to flood
- ii) loss or damage to machinery due to its own running or operation

- iii) breakage of china glass or scientific instruments or any other property of a brittle or fragile nature unless resulting from fire

4. General Exclusions

These exclusions apply to the whole Section

1. This Section does not cover any loss or damage to property directly or indirectly caused by or arising from
 - a) pressure waves caused by aircraft or other aerial devices
 - b) delay
2. This Section does not cover
 - a) loss of or damage to money securities for money (which includes certificates of bond stock certificates bills of exchange or promissory notes) stamps watches precious stones jewellery bullion or loss of or injury to living creatures
 - b) any indirect or consequential loss
 - c) natural deterioration
 - d) the deterioration of property conveyed in frozen chilled or insulated condition due to
 - i) faulty stowage
 - ii) incorrect setting or operation of the equipment
 - iii) variations in temperature

unless directly caused by fire accident (but not breakdown) to the conveying Vehicle theft or attempted theft

3. Loss destruction or damage occasioned by war or invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion insurrection or military or usurped power

4. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
5. Loss destruction or damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of
 - a) civil commotion
 - b) **TERRORISM**

for the purpose of this Section **TERRORISM** shall mean any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence

In any action suit or other proceedings where the Company alleges that by reason of this definition any loss destruction or damage is not covered by this Section the burden of proving that such loss destruction or damage is covered shall be upon the Insured

5. Special Conditions

1. The Insureds Duty Of Care

The Insured must take all reasonable care to prevent/minimise loss or damage to Property If the Vehicle(s) is/are left unattended the Insured must ensure that all doors and the boot are securely locked and windows and other openings are securely closed

The Insured must also take reasonable care when selecting employees

2. Average

If at the time of any loss or damage the total value of the Property on the conveying Vehicle to which this insurance relates shall exceed the sum insured in respect of such Property on such Vehicle then the Insured shall be deemed his/her own Insurer for the difference and shall bear a proportional share of the loss or damage accordingly This will be the amount that the Vehicle Sum Insured bears as a proportion to the value of the Property

3. Premium Adjustment

The Company collects a deposit premium from the Insured based on estimates the Insured supplies as shown in the Schedule to this Section The Insured has to provide a declaration of the actual figures for the last period of insurance as soon as possible after that period has ended The actual premium for the period is then calculated

6. Claims Conditions and Procedure

It is a condition of this Section that the Insured complies with the following requirements

1. Notification of Claims

In the event of any occurrence which may give rise to a claim under this Section the Insured shall immediately

- a) give written notice with full particulars to the Company
- b) forward to the Company upon receipt every letter claim writ or process
- c) tell the police if there has been a theft attempted theft or criminal damage

2. Claims Control

- a) No admission offer promise payment or indemnity shall be made or given by the Insured or on the Insureds behalf without the written consent of the Company
- b) The Company shall be entitled to take over and conduct in the Insureds name the defence or settlement of any claim or to prosecute in the Insureds name at the Companys own expense and for the Companys benefit any claims for indemnity or damages or otherwise
- c) The Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- d) The Insured shall give all information and assistance that the Company may require
- e) The Company have the right to take possession of Property insured under this Section which is affected by a claim The Insured cannot abandon Property to the Company

3. Basis of Claims settlement

This will normally be a payment in money but the Company has the option to repair replace or reinstate Property lost or damaged

In the event of loss or damage to any part of a machine which when complete for sale or use consists of several parts the Company will only pay for the value of the part actually lost or damaged including any replacement charges

7. Special Clauses

Only in force if shown in the Schedule to this Section

Reference Letter

A. Overnight Theft Restriction

This section does not cover theft or attempted theft from any unattended Vehicle between 9 p.m. and 6 a.m. unless it is secured at all points of access and is garaged within enclosed premises which are securely locked or have a watchman in constant attendance It will be up to the Insured to prove that any theft or attempted theft occurred before 9 p.m. or after 6 a.m.

B. Forcible Entry to Vehicle Restriction

This Section does not cover theft or attempted theft from any unattended Vehicle unless there are outward signs of forced entry to the Vehicle

C. Immobiliser Requirement

The Insured must ensure that all Vehicles are fitted with a key operated immobiliser approved by the Company and that whenever the Vehicles are left unattended the immobiliser is put into operation

D. Alarm Requirement

The Insured must have all Vehicles fitted with an alarm system approved by the Company The alarm system must always be switched on and operational when the Vehicles are left unattended The Insured must have the alarm system regularly serviced and maintained by a qualified person approved by the Company The Insured must not make any alterations to the alarm system without the Companys agreement

E. Never Left Unattended Requirement

When Vehicles are carrying Property the Insured must ensure that they will not be left unattended and will always be guarded by the Insured or a responsible able bodied adult

F. Exclusion of Overnight Theft Cover

This Section does not cover theft or attempted theft from any unattended Vehicle between 9 p.m. and 6 a.m. It will be up to the Insured to prove that any theft or attempted theft occurred before 9 p.m. or after 6 a.m

G. Exclusion of Theft Cover in London

This Section does not cover theft or attempted theft which occurs within the perimeter of the M25