



# 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 on page 5 of the General introduction section of **your policy**.

## Computer systems

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

## Data

Any data of any sort whatsoever, 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 whatsoever.

## 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

**Damage** caused by

- 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.

### Geographical limits

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

### 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.

### 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 Her 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 and the Isle of Man: 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.

### 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 loss of or 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 loss or **we** may repair, replace or reinstate **property** lost or damaged.

If an invoice has not been raised at the time of loss, 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 lost or damaged **property** is not new, **we** will deduct a reasonable amount for wear, tear and depreciation as part of the claims settlement.

In the event of loss of or 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 lost or 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 loss or 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

- 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 accidental loss of or 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 accidental loss of or 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 loss of or 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.

## Goods in transit section *continued*

### Incoming goods cover

**We** will cover **you** up to the consignment limit for loss of or 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 accidental loss of or 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 loss or damage 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, accidentally lost or damaged, arising out of an occurrence for which there is also a valid claim for loss of or damage to **property** in or on a **vehicle**.

### Ropes and sheets cover

**We** will pay up to £500 any one claim for accidental loss of or 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 loss or 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.

## ✗ What is not covered

### Consequential loss exclusion

**We** will not cover loss resulting from damage to **property** or any indirect loss other than as specified under the additional expenses cover.

### Delay exclusion

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

### Derangement exclusion

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

### Electronic risks exclusion

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

- 1 damage to or the destruction of any **computer systems**; or
- 2 any alteration, modification, distortion, erasure or corruption of **data**

in each case, whether **your** property or not, where such loss is directly or indirectly caused by, or contributed to, arising from, occasioned by or resulting from a **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

**We** will cover subsequent **damage** which is covered by this section, which itself results from

## Goods in transit section *continued*

a **defined peril** covered by this section, except for damage caused by malicious persons other than thieves.

### 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 loss of or injury to living creatures.

### Natural deterioration exclusion

**We** will not cover natural deterioration of **property**.

### Nuclear waste exclusion

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

### Pressure waves exclusion

**We** will not cover loss or damage to **property** directly or indirectly caused by or arising from pressure waves caused by aircraft or other aerial devices.

### Radioactive contamination exclusion

**We** will not cover any loss, damage or expense directly or indirectly caused by, contributed to, or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

### 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 and the Isle of Man
  - 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.

### Valuables exclusion

**We** will not cover loss of or damage 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.

## Goods in transit section *continued*

### 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**.

Conditions may 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 10% 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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