

Goods in Transit

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Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Property

Merchandise, goods and **Tools** belonging to **You** or for which **You** are responsible, relating to the **Business**.

Territorial Limits

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland including sea or air transits between these territories.

Tools

Tools, tool kits or test equipment which **You** own or are hired by **You** or used by **You** in connection with the **Business** and for which **You** are responsible.

Transit

- (a) **Property** carried on vehicles owned by or operated by **You**.
Whilst the **Property** is being loaded upon, carried by, temporarily housed upon or being unloaded from the vehicle including the use of recognised 'roll-on roll-off' vehicle ferries provided no unloading or reloading of the vehicle is involved and concluding when the **Property** has either been placed at the **Premises** or receipt acknowledged by the consignee.
- (b) **Property** transported by a carrier other than **You** by means of road, rail or inland air freight.
Whilst the **Property** is in the custody or control of the carrier until delivered to the consignee's premises and receipt acknowledged or in the case of return transit placed at **Your Premises**.

Cover

We will pay for **Damage** to **Property** whilst in the course of **Transit** within the **Territorial Limits** including whilst loading and unloading.

Our liability will not exceed the amount shown in the **Schedule** for each item.

Extensions

The following Extensions apply to this Section.

Additional Vehicles

We will pay for **Damage** to **Property** in any additional **Vehicle** not specified in the **Schedule** provided that **You** advise **Us** of the acquisition of such additional **Vehicle** within 21 days of its acquisition and pay any additional premium required by **Us**.

Our liability will not exceed £5,000 any one occurrence.

Clothing and Personal Effects

We will pay for **Damage** to clothing and personal effects belonging to the driver or attendant whilst carried in any **Vehicle** which is conveying **Property** in **Transit**, up to an amount not exceeding £500 per person any one occurrence.

Contract Price

In respect of goods sold but not delivered for which **You** are legally responsible and where the sale contract is cancelled by reason of **Damage** then **Our** liability will be based on the contract price. For the purpose of the General Condition Average the sum insured will be calculated on the same basis.

Expenses

We will pay the costs and expenses necessarily and reasonably incurred in:

- (a) the removal of debris and site clearance following **Damage** to the **Property** in **Transit**
- (b) the transfer of the **Property** to another **Vehicle** and its delivery to the original destination or place of collection, following fire, collision or overturning of the **Vehicle** or impact with any object by the **Vehicle**

Our liability will not exceed £10,000 any one occurrence.

Free On Board

We will pay for **Damage** to **Property** occurring during the **Period of Insurance** within the **Territorial Limits** whilst at dockside, airside or temporary warehousing until placed on board the export ship or aircraft provided that **You** are responsible by agreement for the **Property** prior to delivery. Cover applies for a period of up to 30 days from the commencement of **Transit** in respect of any one consignment.

Reloading

We will pay for the additional costs necessarily incurred in reloading any **Property** in **Transit** which has fallen from the conveying **Vehicle** subject to a limit of £5,000 any one occurrence.

Ropes and Sheets

We will pay for **Damage** to tarpaulins, sheets, ropes, chains, straps and packing materials owned by **You** or for which **You** are responsible, whilst being carried in or on any **Vehicle** owned or operated by **You**.

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Substitution of Vehicle

We will pay for **Damage to Property in Transit** arising out of the use of any **Vehicle** substituted by **You** whilst any **Vehicle** is undergoing service or repair, up to an amount not exceeding the sum insured applicable to the **Vehicle** undergoing service or repair.

Travellers Samples

We will pay for **Damage** to travellers samples occurring during the **Period of Insurance** within the **Territorial Limits** whilst:

- (a) in or on any **Vehicle**
- (b) temporarily removed from a **Vehicle** and kept in a locked room or a locked building provided that the travellers samples remain under the custody or control of **You** or **Your Employee**, partner or director.

Our liability will not exceed £5,000 any one occurrence.

Basis of Claims Settlement Clauses

Maximum Amount Payable

The most **We** will pay in respect of any one occurrence will not exceed the sum insured stated against each item or the total of all sums insured stated against all items insured by this Section as shown in the **Schedule**.

Average

Each Item of **Property** insured under this Section is similarly but separately subject to Average as specified in the General Conditions.

Basis of Settlement

The amount payable shall be the value of the **Property** at the time of its **Damage** or at **Our** option the reinstatement or replacement of such **Property** or any part of it.

Conditions

The following Conditions apply to this Section in addition to the General Conditions and Claims Conditions at the front of this policy.

Motor Vehicles

It is a condition precedent to **Our** liability that:

- (a) all **Vehicles** owned or operated by **You** are maintained and kept in a good state of repair and in efficient roadworthy condition and loaded in a safe and appropriate manner
- (b) **You** comply with **Our** requests for the installation of any further protections to any **Vehicle** if specified.

Security

It is a condition precedent to **Our** liability that all keys to any unattended **Vehicle** owned or operated by **You** are removed from such **Vehicle** to a place of safety whenever the **Vehicle** is left loaded.

Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

This Section does not cover:

1. claims in respect of or arising out of:
 - (a) depreciation, delay, inadequate documentation, loss of market or consequential loss
 - (b) breakage of china, glass or other brittle articles unless caused by fire, theft or an accident involving the **Vehicle**
 - (c) the carriage of livestock or other living creatures, organisms or cultures
 - (d) the carriage of explosives or other dangerous goods
 - (e) **Property** carried by **You** for hire or reward
2. **Damage** to:
 - (a) jewellery or watches
 - (b) precious metals, precious stones or articles composed of such materials
 - (c) wines, spirits, perfumes, tobacco products
 - (d) deeds, documents, manuscripts, business books, plans and designs
 - (e) computer equipment
 - (f) bullion, furs, works of art, **Money**unless specifically mentioned as insured by this Section
3. **Damage** due to:
 - (a) wear and tear
 - (b) breakdown of refrigeration and/or insufficient insulation
 - (c) marring, scratching or denting, mechanical or electrical defect, failure, breakdown or derangement
 - (d) any gradually operating cause, including (but not restricted to) atmospheric or climatic conditions, dry or wet rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests
 - (e) leakage, spillage, contamination or deterioration unless caused by fire, theft or an accident involving the **Vehicle**
 - (f) defective or inadequate packing or labelling
4. In respect of **Vehicles** owned or operated by **You** or in **Your** care custody or control:
 - (a) **Damage** by theft or attempted theft from any unattended **Vehicle**, being any **Vehicle** with no person in charge or keeping the **Vehicle** under observation and able to observe or prevent any attempt by any person to interfere with the **Vehicle**, unless:
 - (i) all windows and other openings have been closed, all doors have been secured and any other protective devices put into full and effective operation

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- (ii) **Overnight** or after the completion of any **Working Day of the Driver** all windows and other openings have been closed and the **Vehicle** is locked and garaged in a secure building or compound
- (b) **Damage to Property** conveyed in any soft or open topped or soft or open sided **Vehicle** caused by:
 - (i) theft or attempted theft unless caused by or arising from theft or attempted theft of the conveying **Vehicle**
 - (ii) storm, tempest or flood or malicious damage
- 5. **Damage** by theft or attempted theft from an unattended building unless all security devices are put into full and effective operation and such theft or attempted theft involves forcible and violent entry to or exit from the building
- 6. losses not directly associated with the incident that caused **You** to claim
- 7. the **Excess** stated in the **Schedule**.