



# arya

UNDERWRITING SERVICES

## POLICY DOCUMENT

### Goods in Transit Insurance for Couriers and Light Haulage Contractors

This Policy Booklet accompanies the Schedule of Insurance. The Schedule of Insurance will show the Period of Cover, the Levels of Cover chosen by You and any Special Restrictions imposed by the Insurer. Please read all the documentation thoroughly and contact your Broker should you believe the Policy does not meet your requirements.

#### EMERGENCY CONTACTS

##### CLAIMS:

Tel: +44 (0) 1840 211906 or outside Business Hours +44 (0) 113 287 1990

Email: [claims@aryaunderwriting.com](mailto:claims@aryaunderwriting.com)

Chubb European Group SE (CEG)

3rd Floor

9 Bond Court

Leeds LS1 2JZ

Chubb European Group SE (CEG) is supervised by the French Prudential Supervision and Resolution Authority

# Goods In Transit Policy

## Contents

<b>Us, You and the Policy</b>	<b>1</b>
Provides key information about Your Policy.	
<b>Customer Service Information</b>	<b>2</b>
Provides details on Cancellation and how to complain	
<b>General Definitions</b>	<b>6</b>
Sets out the meaning of the defined terms used in the Policy	
<b>Legislation</b>	<b>9</b>
A summary of legislation referred to in the Policy (not forming part of the Policy terms)	
<b>General Conditions</b>	<b>10</b>
Sets out Your and Our rights and obligations under the Policy and the conditions of cover.	
<b>General Exclusions</b>	<b>13</b>
Sets out the Exclusions that apply to all Sections of the Policy.	
<b>Your Cover</b>	<b>16</b>
Sets out the scope of cover provided by the Policy and the limitations	

## Introduction

This Introduction, the Customer Service Information, the General Conditions, General Exclusion, Your Cover, Your Cover Extensions, the Schedule and any Endorsements all form part of this Policy.

In return for the payment of premium stated in the Schedule, We agree to insure You in respect of a valid claim under this Policy, subject to this introduction, the Customer Service Information, the General Definitions, General Conditions, General Exclusions, Sections, Section Extensions, the Schedule and any Endorsements.

This Policy should be kept in a safe place. You may need to refer to it if You have to make a claim. It is recommended that You retain a copy of the Statement of Fact Document which is issued with this Policy.

Wherever words appear in Bold in this Policy they will have the meaning shown in the General Definitions on pages 6, 7 and 8 or as otherwise stated in any particular section or the Schedule

## Headings

The section headings used in this Policy are for reference purposes only and shall not affect the meaning or interpretation of this Policy.

## Important Reminder

It is important that:

- **You** check that the information **You** have given **Us** is accurate and up to date – See the Customer Service Information section on page 4 for more details
- **You** must read and understand the **Policy**
- **You** comply with **Your** duties under each section and under the **Policy** as a whole
- **You** check that the sections **You** have requested are included in the **Schedule**
- If **You** are uncertain regarding **Your** responsibilities and how they relate to this **Policy**, **You** should contact **Your** insurance broker in the first instance. For further guidance please see the Office of Public Sector Information website ([www.opsi.gov.uk](http://www.opsi.gov.uk)) or contact the Citizens Advice Bureau or seek independent legal advice from a solicitor.

Signed for and on behalf Chubb European Group SE (CEG)



Mark Roberts  
Division President UK, Ireland and South Africa

## The Insurance Act, 2015 will apply to this Policy

Under the Insurance Act, 2015, **You** are required to provide the Insurer with a fair presentation of the risk to be insured. Failure to do so may adversely affect the cover provided by the Insurer under the Policy and in the event of breach, the Insurer may exercise rights of remedy in accordance with the Act. **You** should therefore ensure that all information **You** have given to the Insurer is accurate and complete. Should **You** require further information about your statutory obligations, contact your broker

### About Us

**Your** Policy is underwritten by Chubb European Group SE (CEG). Chubb European Group SE (CEG) is a subsidiary of a US parent and Chubb Limited (a NYSE listed company) and part of the Chubb Group of companies.

Chubb European Group SE (CEG), 100 Leadenhall Street, London EC3A 3BP

Chubb European Group SE (CEG) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register Number 820988).

### Coverholder who has arranged Your cover

Your Policy has been arranged through Arya Underwriting Services a trading style of Clearbroking Limited who is authorised and regulated by the Financial Conduct Authority. Register no. 952124. Registered office 126-128 High Street, Delabole, Cornwall PL33 9AJ and their details may be found on the Financial Services Register at <https://register.fca.org.uk/>

Clearbroking Limited acts as agent for **Us** for all matters relating to the performance of UKBOPD28030/UKSCMC74951 which Clearbroking Limited has authority to underwrite insurance on **Our** behalf.

### Enquiries

If **You** have a general enquiry regarding **Your** Policy, please do this through **Your** insurance broker whose contact details are shown in the **Schedule**

### How to make a claim

If **You** need to report a claim or an incident that may result in a claim, please contact Arya Underwriting Services. **You** may wish to do this through **Your** insurance broker whose contact details are shown in the **Schedule**. There are a number of important conditions and obligations in relation to any claim **You** make, please see **General Condition 1** (Claims Conditions – **Your** Obligations) below

### Things You must do

There are conditions contained in this Policy that are conditions precedent to **Our** liability, please refer to **General Conditions 1 – 17** below. If **You** breach any of these conditions' precedent, **We** may deny **Your** claim, or reduce the amount **We** pay **You**.

### How to make a complaint

**Our** aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times, **We** are committed to providing **You** with the highest standard of service. If **You** have any questions or concerns about **Your** Policy or the handling of a claim **You** should, in the first instance, contact **Your** insurance broker, whose contact details are shown in the **Schedule**. In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time by referring the matter either to **Us** at:

Chubb Customer Relations, PO Box 4510, Dunstable LU6 9QA  
Telephone: 0800 519 8026 or Email: [customerrelations@chubb.com](mailto:customerrelations@chubb.com).

If **You** remain dissatisfied after **We** have considered **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR  
Telephone: 0800 023 4 567 (*calls to this number are free from "fixed lines" in the UK*) or 0300 1239123 (*calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK*)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## The Financial Ombudsman Services

The Financial Ombudsman Services is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk). Making a complaint does not affect Your right to take legal action

### Cancellation

You can cancel this insurance at any time. You may wish to do this through Your insurance broker whose contact details are shown in the Schedule of insurance.

### Cancellation by us

We can cancel this insurance by giving **You** fourteen (14) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- non-payment of premium;
- a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
- non-cooperation or failure to supply any information or documentation **We** request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

If this insurance is cancelled then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium, subject to a deduction for any commission paid to **Your** insurance broker. If **We** have paid any claim, or part of any claim, then no refund of premium will be allowed.

### Cancellation by You

This insurance includes a cooling-off period in which you can cancel Your policy for any reason, subject to no claims having occurred, within 14 days of receiving the full terms & conditions and a full refund of the premium paid will be allowed. If You wish to cancel a policy You must advise your broker in writing, prior to expiry of the 14-day cancellation period.

If this insurance is cancelled by **You** outside of the cooling off period detailed in the above paragraph then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis but subject to an administration charge of £20.00. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

If **We** have paid any claim, in whole or in part, then no refund of premium will be allowed

### Financial Services Compensation scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if We cannot pay a claim to You under this Policy. If You are entitled to compensation under the scheme, how much compensation You would receive would depend on the nature of this Policy. You can get more information about the scheme from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website at [www.fscs.org.uk](http://www.fscs.org.uk)

### Sanctions Notice

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. JC2010/014

### Notice of Applicability

Chubb European Group SE (CEG) is a subsidiary of a US parent and Chubb Limited (a NYSE listed company) and part of the Chubb Group of companies. Consequently, Chubb European Group SE (CEG) is subject to certain US laws and regulations in addition to EU, UN and national sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities, and from insuring certain types of activities in or connected with certain countries and territories such as, but not limited to, Iran, Syria, North Korea, North Sudan, Cuba and Crimea.

## Data Protection - Fair Processing Notice (Privacy Notice)

We use personal information which you supply to us [or, where applicable, to your insurance broker] in order to write and administer this [Policy], including any claims arising from it.

This information will include basic contact details such as your name, address, and policy number, but may also include more detailed information about you (for example, your age, health, details of assets, claims history) where this is relevant to the risk we are insuring, services we are providing or to a claim you are reporting.

Chubb European Group SE (CEG) are part of a global group, and your personal information may be shared with our group companies in other countries as required to provide coverage under your policy or to store your information. We also use a number of trusted service providers, who will also have access to your personal information subject to our instructions and control.

You have a number of rights in relation to your personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how we use your personal information. For more information, we strongly recommend you read our user-friendly Master Privacy Policy, available here:-

<https://www2.chubb.com/us-en/online-privacy-policy.aspx>

You can ask us for a paper copy of the Privacy Policy at any time, by contacting us at

[\[mailto:dataprotectionoffice.europe@chubb.com\]](mailto:dataprotectionoffice.europe@chubb.com).

## How to Make a Claim

### NOTIFICATION OF CLAIMS

As soon as **You** are aware of a claim or circumstances or event which could give rise to a claim under **Your Policy**, please notify **Us** by phone, email or post at:

### EMERGENCY CLAIMS CONTACT NUMBERS

#### During office hours

Arya Underwriting Services  
126-128 High Street  
Delabole  
Cornwall  
PL33 9AJ  
Email: [claims@aryaunderwriting.com](mailto:claims@aryaunderwriting.com)  
Tel: 01840 211906

#### Outside office hours

Collyer's TMA Ltd  
38A Main Street  
Garforth  
Leeds  
LS25 1AA  
  
Tel: +44 (0) 113 287 1990  
Fax: +44 (0)113 287 1888

Please state you are insured with Chubb European Group Limited, and provide your policy number

## The Information You have given us and how this could affect cover in the event of a claim

**You** declare that **You** have made a fair presentation of the risk, by disclosing all material matters which **You** know or ought to know or, failing that, by giving **Us** sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances

In deciding to accept this **Policy** and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must ensure that all information provided is accurate and complete, including when answering any questions **We** ask by ensuring that all information provided is accurate and complete. If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information, **We** will treat **Your Policy** as if it never existed and decline all claims. **We** may not return premium already paid by **You** in this situation. If **We** establish that **You** provided **Us** with false, incomplete or misleading information, it can adversely affect **Your Policy** and any claim.

For example:

- Where **We** could have accepted the risk, and offered **You** a **Policy** but **We** would have charged a higher premium, **We** may only pay a percentage of any claim that **You** make under the **Policy**. **We** would do this by considering the premium **We** actually charged as a percentage of the higher premium **We** would have charged and then paying **You** the same percentage of any claim.
  - So, as an example: if the premium **We** actually charged was £250 and the higher premium **We** would have charged was £1,000, then the premium **We** actually charged represents 25% of the higher premium **We** would have charged and **We** shall only pay 25% of any claim;
- **We** may treat this **Policy** as if it had never existed and refuse to pay all claims and return the premium, subject to a deduction for any commission paid to **Your** insurance broker. **We** will only do this if the false, incomplete or misleading information means that **We** provided **You** with insurance cover when **We** would not otherwise have offered it at all had the risk been fairly presented;
- If **We** would have written the risk on different terms had it been fairly presented, **We** may amend the **Policy** to include these terms. **We** may apply these amended terms as if they were already in place before a claim is made;
- **We** may cancel **Your Policy** in accordance with its cancellation provisions.

**We** may write to **You** if **We**:

- intend to treat **Your Policy** as if it never existed; or
- amend the terms of **Your Policy**; or
- reduce **Your** claim in accordance with the above

If **You** become aware that information **You** have given **Us** is inaccurate or incomplete, **You** must inform **Us** without delay

The words defined below will have the same meaning wherever they appear in bold within the Policy, Schedule and Endorsements and Extensions

## Any One Event

Any one occurrence or series of occurrences' attributable to one original and single identifiable cause

## Business

means the business as described in the **Schedule** and shall include:

- the ownership, repair and maintenance of **Your** business property;
- the provision and management of canteen, social, sports and welfare activities for **Your** benefit or the benefit of **Your Employees**;
- the provision and management of first aid, fire, security and ambulance services;
- the performance of private duties carried out by **Your Employees** with **Your** written consent for any of **Your** principals, including directors, partners, or senior officials,

and no other **Business** for the purposes of this Policy.

## CMR

An international agreement that contains the rights and obligations of parties involved in road transport whereby the Goods and the place designated for delivery, as specified in the contract are situated in two different countries at least one of which is a contracting party to the CMR convention. The Carriage of Goods by Road Act 1965 enacts this Convention in the United Kingdom.

## C.O.D.

Cash on Delivery

## Consignment

All Goods sent at one time in one load upon the conveying vehicle

## Employee

means:

- any person under a contract of service or apprenticeship with **You**;
- any labour master or labour only sub-contractor or person supplied by any of them;
- any self-employed person;
- any person under a contract of service or apprenticeship with another employer and who is hired to, or borrowed by **You**;
- any person participating in any government or otherwise authorised work experience, training, study exchange or similar scheme;
- any volunteers,

whilst working for **You** in the course of the **Business**.

## Enclosed Premises

A locked building or a compound surrounded on each side by a wall, fence or similar structure and having a locked gate.

## Excess

means the amount specified in the **Schedule** for which **You** will be responsible in respect of each and every claim in respect of loss of, or damage to **Property**. These **Excesses** may vary depending upon the section of cover

## FCA

means the Financial Conduct Authority or any successor body or bodies to it.

## Full Responsibility

An agreement whereby You agree with Your customer to accept full liability for any loss or damage to Goods whilst such Goods are within Your custody and care, subject to the conditions, exceptions and exclusions in the Policy. The cover given by this Policy is NOT subject to Average.



**General Average**

There is a General Average Act when, and only when, any extraordinary sacrifice or expenditure is intentionally and reasonably made or incurred for the common safety for the purpose of preserving from a peril the property involved in a common marine adventure

**Geographical Limits**

**Geographical Limits** means. Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, The United Kingdom of Great Britain and Northern Ireland, the Channel Islands, Guernsey, the Isle of Man, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia and Montenegro, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and The Vatican City

**Goods**

**Goods** and property which **You** do not own but which **You** are carrying or storing under contract for reward

**Policy**

This **Policy**, the **Schedule**, the **Statement of Fact**, and any endorsement attached or issued

**Policy Period**

means the period stated in the Schedule

**PRA**

means the Prudential Regulation Authority or any successor body or bodies to it.

**Schedule**

means the Schedule attaching to and forming part of this Policy

**Statement of Fact**

The Statement of Fact contains information and assumptions upon which the Policy is based. It is a matter of upmost importance that You check this document to ensure its accuracy and report any inaccuracies to Your insurance broker without delay. A copy of the Statement of Fact should be printed and retained by You.

**Subcontractor**

Any carrier, including Employees or agents of such carrier, appointed by You directly or indirectly to carry the Goods

**Terrorism**

means any act(s), of any person(s) or organisation(s) involving:

- (a) the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- (b) putting the public or any section of the public in fear;

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature

**Theft Attractive Goods**

means any of the following

- Bottled wines and spirits;
- Cigars, cigarettes and tobacco but excluding raw leaf tobacco;
- Non-ferrous metals in raw scrap bar ingot or similar form;
- Furs, skins, clothing and ready-made garments, footwear, fashion accessories;
- Mobile phones and similar or associated Goods and accessories;
- Audio/Visual equipment;
- Computer equipment or associated Goods, software and accessories
- Photographic equipment and accessories;
- Perfumes and scents.

## Transit

The movement of **Goods** from one place to another, whilst in **Your** custody or control including loading and unloading and temporary storage in **Transit** either on or off the **Vehicle**

Temporary storage does not include **Goods** stored:

- At a rental
- By agreement
- Subject to a contract for storage

Subject to a contract for storage and distribution

## Unattended

When **Your Vehicle** or trailer is left without the driver, or another of **Your Employees**, in sight of it and in a position to do something to prevent theft of it or from it.

## Vehicles

Motor Vehicles, articulated Vehicles, trailers and semi-trailers not exceeding 8.25 maximum authorised mass (MAM)

## Vehicle Load Limit

The maximum **We** will pay in respect of **Goods** on any one **Vehicle**

## We, Us, Our

means Chubb European Group SE, Chubb Building, 100 Leadenhall Street, London EC3A 3BP

## You, Your, Yours

means the person or persons or corporate body named in the **Schedule** and includes:

- any subsidiary company which is named in the **Schedule** operating in or from premises registered in The United Kingdom of Great Britain and Northern Ireland, the Channel Islands, Guernsey and the Isle of Man
- at **Your** written request:
  - any principal including, any director, partner, or senior official, or any **Employee** of **Yours**, while acting on **Your** behalf, of or in the course of their employment or engagement by **You**, in respect of liability for which **You** would have been entitled to insurance under this Policy if the claim against any such person had been made against **You**;
  - any officer, member or **Employee** of **Your** canteen, social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity as such;
  - any principal, including any director, partner or senior official of **Yours**, in respect of private work carried out by any **Employee** of **Yours** for any such person with **Your** consent;

in the event of **Your** death, **Your** personal representatives in respect of liability incurred by **You**, provided that such person shall, as though they were **You**, observe, fulfil and be subject to this Policy, the **Schedule** and any Endorsements as far as they can apply

**In this Policy We make reference to various laws and statutes. There follows a brief description of each. This is intended for information purposes only and is not part of Your Policy terms.**

**The laws and statutes referred to below shall apply as amended or replaced from time to time.**

## **CMR**

An international agreement that contains the rights and obligations of parties involved in road transport whereby the Goods and the place designated for delivery, as specified in the contract are situated in two different countries at least one of which is a contracting party to the CMR convention

## **Contracts (Rights of Third Parties) Act 1999**

Makes provision for the enforcement of contractual terms by third parties.

## **Data Protection Act 2018**

Controls how an individual's personal information is used by organisations, businesses or the government.

## **General Average (Maritime Law)**

The legal principal of maritime law to which all parties in a sea venture proportionally share any losses resulting from a voluntary sea sacrifice of part of the ship cargo to save the whole in an emergency. Please refer to the York-Antwerp Rules of 1890

## **Road Traffic Act 1988**

Consolidates certain enactments relating to road traffic, including road safety, construction and use of vehicles and equipment, licensing of drivers of vehicles, driving instruction and third-party liabilities

## **Road Traffic Northern Ireland Order 1981**

Relates to road traffic, including road safety, licensing of drivers of vehicles, regulation of motor vehicles, foreign vehicles and insurance against third-party liabilities

**These apply to all Sections of this Policy and all Endorsements and Extensions unless otherwise stated**

### **Claims Conditions – Your Obligations (1)**

- (a) It is a condition precedent that **You** give notice in writing without delay of anything which may give rise to any claim being made against **You** and for which there may be liability under this **Policy**. If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to give this notice are given on page 5.
- (b) It is a condition precedent that **You** give notice in writing without delay when any claim is actually made against **You** (whether written or oral) and for which there may be liability under this **Policy**. If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to report a claim are given on page 5.
- (c) It is a condition precedent that **You** advise **Us** in writing without delay if at any time **You** know of any impending prosecution, or inquiry in connection with any claim or circumstance notified under (a) or (b) above. If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to give this notice are given on page 5.

It is a condition precedent that **You** shall without delay provide **Us** with such particulars and information as **We** may require in relation to any occurrence or claim notified to **Us**, and shall forward to **Us**, without delay on receipt, every letter, claim form, writ, summons, process, or any other legal papers. If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.

**We** shall be entitled to subrogate, take over and conduct in **Your** name the defence or settlement of any claim, and may prosecute at **Our** own expense and for **Our** benefit any claim for insurance or damages against any other persons, and **You** shall give all information and assistance required. If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. No admission of liability or offer, promise or payment shall be made without **Our** written consent.

If **We** think **You** have a defence to liability under **Your** contract, **We** will put it forward. Please note that this does not, in any way, reject **Your** right to claim under this **Policy**. In taking this course **We** will continue to deal with the matter on **Your** behalf, leaving **You** to continue **Your** Daily **Business** activities with the minimum of disruption.

If the owner of the **Goods** challenges that defence **We** will review the position. **We** may still defend the case and do to court. If the judge find against **You** **We** will pay **Your** legal costs, the judgement sum and any costs awarded to the claimant

If **We** decide to appeal the judgement the same will happen with costs and damages if the appeal is rejected  
Details of how to give notice to **Us** are given on page 4 – Customer Service Information ‘**How to make a claim**’

### **Maximum Sums Payable (2)**

**We** may at any time at **Our** sole discretion pay to **You** the maximum sum payable under this **Policy** or any lesser sums for which any claim or claims can be settled. If **We** do this, **We** shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment, provided that in the event of a claim such costs and expenses shall not exceed an amount being in the same proportion as **Our** payment to **You** bears to the total payment made by **You** or on **Your** behalf in settlement of the claim or claims.

### **Other Insurances (3)**

If at the time of any claim there is, or but for the existence of this **Policy** would be, any other insurance in favour of or purchased by **You** or on **Your** behalf, applicable to such claim, **We** shall not be liable under this **Policy** to pay **You** in respect of such claim except beyond the amount which would be payable under such other insurance had this **Policy** not been purchased.

### **Changes in Circumstances (4)**

**You** shall, without delay, give notice in writing of any change in the information **You** provided **Us** with. If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.

**Governing Law (5)**

The laws of England and Wales will apply to this Policy and any attached endorsements unless **We** agree otherwise with **You** in writing before issuing the Policy. Any disputes arising under this Policy shall be subject to the exclusive jurisdiction of the English Courts

**Contract (Rights of Third Parties) Act 1999 (6)**

A person who is not a party to this contract has no right under the Contract (Rights of Third Parties) Act 1999 (as may be amended or replaced from time to time) 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.

**Several Liability (7)**

**Our** obligations under this Policy are several and not joint and are limited solely to the extent of **Our** individual subscription. **We** are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation

**Premium Adjustment (8)**

**You** may be required to pay additional premium. If this Policy is written on an adjustable basis, please refer to the Premium paragraph of **Your Schedule** for further details

**Theft Attractive Goods Limitation (9)**

**Our** maximum liability to **You** in respect of the theft of any **Theft Attractive Goods** shall be GBP 50,000 whilst left **Unattended** in the care, custody and control of **You** or **Your Subcontractors** between the hours of 20:00hr and 06:00hr unless the **vehicle** is

- Kept in a bona-fide permanently attended or secure parking area or
- A securely locked building or compound of substantial construction

Unless the driver is taking a natural/meal breaks at a bona-fide service area providing he/she remains on the same premises as the **vehicle**. **We** will not pay any claims for theft unless there is clear signs of forcible or violent entry and/or personal assault

**Reasonable Care (10)**

**You** must, at **Your** own expense, take all reasonable care to prevent the **Goods** from suffering loss or damage when they are in **Your** custody or control. All Theft claims must be the result of forcible and/or violent entry and/or personal assault.

**Reasonable Care- securing of Goods on Vehicles (11)**

**You** must instruct **Your** drivers, in writing, that they must ensure that all **Goods** on board **Your Vehicles** are secured properly to prevent movement in **Transit**.

**Reasonable Care- Vehicle and Suitability (12)**

**You** must take all reasonable measures to ensure that **Your Vehicles** are suitable for all the types of **Goods You** carry. When **Goods** are being carried within a Saloon Car or Hatchback such **Goods** must be kept within a locked compartment not accessible from the Driver's area or where the compartment is accessible, the property must be kept out of sight. In such circumstances where the **Goods** are being carried within an Estate Car such **Goods** must be carried in the rear of the **Vehicle** and a factory-fitted cover must be in place and if not available, the **Goods** must be out of sight. In such circumstances where the **Goods** are being carried within a Minibus or People Carrier type **vehicle** and no separate luggage compartment is available such **Goods** must be carried in the rear of the **Vehicle** and the windows must be obscured and the **Goods** must be out of sight.

All Theft claims must be subject to forcible and/or violent entry and/or personal assault

**Reasonable Care – Subcontractors (13)**

**You** must take reasonable care to ensure that **Your** Sub-Contractor has insurance in force to the same extent as that **You** accept under contract, by statute or legal convention, or at Common Law.

**Reasonable Care – Locks and Alarms (14)**

**You** must instruct **Your** drivers, in writing, that they must ensure that all **Goods** on board **Your Vehicles** are secured properly to prevent movement in **Transit**.

## Reasonable Care- Security of the Goods (15)

**You** must instruct **Your** drivers, in writing, that they must keep all the keys to **Your Vehicles** on their persons at all times when they are outside the **Vehicle** *and*

- **You** must instruct **Your** drivers, in writing, that they must not deliver **Goods** to persons unless they have satisfied themselves that they are the persons appointed by the Consignee to receive those **Goods**.
- **You** must instruct **Your** drivers, in writing, that they must not detach any trailer from the **vehicle** unless the trailer is left in a securely locked building of substantial construction

These instructions must be accepted in writing by **Your** drivers and other **Employees** involved in the handling or carriage of the **Goods** and the instructions should be dated and timed, and made available to **Us** at any time and, in any case, in the event of a claim arising

## Reasonable Care – Employee References (16)

**You** must, at **Your** own expense, obtain satisfactory written reference for all **Employees** having responsibility for the **Goods**. Such references must be from previous **Employers** for the two years immediately prior to them being employed by **You**.

Verbal references are acceptable provided **You** record them in writing at the time the reference is given and that **You** show the date and time of the reference on the written note

All reference must cover each **Employees** honesty and ability in the handling and carriage of **Goods** and of the completion of **Transit** documents where relevant and all references must be made available to **Us** upon demand and, in any case, in the event of a claim

## Marine Cyber Endorsement (17)

- 1 All Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
- 2 Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
- 3 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

## General Exclusions

**We will not cover You in respect of: -**

### **Mechanical or Electrical Derangement (1)**

Loss or damage caused by mechanical or electrical derangement of the **Goods** unless caused by external means

### **Shortage, Packing, Abandonment, Depreciation and Inherent Vice (2)**

Loss or damage caused by:

- (a) Defective or inadequate packing, insulation or labelling;
- (b) Shortage in weight, evaporation or ordinary leakage;
- (c) Deliberate abandonment of the **Goods** or other property;
- (d) Vermin, wear, tear or gradual depreciation;
- (e) Inherent vice

### **Excluded Goods (3)**

Loss or damage to living creatures, bullion, cash and the like, bank notes, stamps, prepaid phone cards and similar, bonds, treasury notes, securities or explosives, fine arts, specie, precious metals, precious stones, and negotiable instruments

### **CMR (4)**

**Your** liability under Articles 21, 24 or 26 of the **CMR** Convention.

### **Removals (5)**

Loss or damage to household, office or industrial **Goods** and property during removal or storage under a contract for removal.

A contract for removal would be deemed the movement of **Goods** by Road Transport for individuals or businesses during relocation from one identifiable location to another identifiable location involving a change of residence.

### **Inadequate or Inaccurate Documentation (6)**

Confiscation, expropriation, requisition, embargo, nationalization, destruction or damage by order of any Government or Government Agency or the consequence of inadequate or inaccurate documentation.

### **C.O.D. (7)**

Failure to collect payments for Cash on Delivery (C.O.D.) collections of any kind.

### **Insurance arrangements (8)**

Any liability for **Your** failure to arrange insurance

### **Pressure Waves (9)**

Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

### **Rights of Third Parties - See Legislation section above (10)**

**We** will not provide cover for claims falling under the Contracts (Rights of Third Parties) Act 1999

The Provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this insurance or to any certificate(s) of insurance issued hereunder. Neither this insurance nor any certificates issued hereunder confer any benefits on any third parties. No third party may enforce any term of this insurance or of any certificate issued hereunder. This clause shall not affect **Your** rights (as assignee or otherwise) or the right of any loss payee

## War and Terrorism (11)

We will not pay claims for:

any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event:

War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not, civil war, rebellion, revolution, riot, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

**Terrorism**, which is defined as any act or acts including but not limited to the use or threat of force or violence or harm or damage to life or property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear, chemical, biological or radioactive means, caused or occasioned by any person or group of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.

Any action taken in controlling, preventing, suppressing or in any way relation to (a) or (b) above

**Note:** In any action, suit or other proceedings where **We** allege that by reason of the provisions of this exclusion any liability, loss, destruction or damage is not covered by this **Policy** the burden of proving such liability, loss, destruction or damage is covered shall be upon **You**.

## Institute Cyber Attack Exclusion (12)

We will not pay claims for:

loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system

## Radioactive Contamination, Chemical, Biological, Bio Chemical and Electromagnetic Weapons Exclusion (13)

We will not pay claims for:

Loss, Damage, Liability, or expenses Directly or Indirectly arising from

- (a) Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combination of nuclear fuel:
- (b) The radioactive, toxic, explosive or other hazardous or contamination properties of any nuclear installation, reactor or other assembly or nuclear component thereof:
- (c) Any weapon of war 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 radioactive matter. The exclusion of this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes:

Any chemical, biological, bio-chemical, or electromagnetic weapon.



## Communicable Disease Exclusion – Cargo (14)

1. Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature 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. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 2.1 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
  - 2.2 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
  - 2.3 the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

The following conditions apply to the Policy in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the Schedule and any Endorsements

**What is covered**

**Limitations and Exclusions**



**Scope of cover**

**We will pay You for**

- (a) Liability under the **CMR** Convention at 8.33 Special Drawing Rights per kilo for **Goods** carried to or from the following countries:  
  
Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, The United Kingdom of Great Britain and Northern Ireland, the Channel Islands, Guernsey, the Isle of Man, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia and Montenegro, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and The Vatican City
- (b) **Goods** for which **You** have accepted a contractual liability for **Full Responsibility** (All Risks) for physical loss or damage whilst in **Your** custody or control for **Transit**
- (c) Contingent Liability cover for **Goods** in the custody or control of Sub-Contractors but the benefit of this insurance shall not pass to any Sub-Contractor
- (d) Cabotage – Liability as under Cover 'b' if **You** carry **Goods** within the individual borders of those countries shown in Cover 'a'. However, **Our** maximum liability to **You** in respect of any such loss shall be limited to £50,000 or the **Vehicles** Load Limit, whichever is the lesser.
- (e) Liability as per the conditions of carriage for TNT, Fed Ex, Parcellforce, DHL, Yodel, Amazon and UK Mail at the time of **Transit**

**NOTE:** If **You** fail to incorporate **Your** contractual liability shown in a, b, c, d or e above **We** will, in the first instance, attempt to settle **Your** claim with **Your** customer as if those liabilities had been incorporated.

**We will not pay** for the first amount of any such claim shown as the **Excess** within the **Schedule** of insurance

**We will not pay** under this **Policy** any sum exceeding £500,000 for any one single event including any extensions, clauses, endorsements or extra covers.

**We will not pay** any loss exceeding £50,000 for the theft of any **Theft Attractive Goods** whilst left **Unattended** in the care, custody or control of **You** or **Your Subcontractors** between the hours of 20:00 and 06:00 unless the **vehicle** is

- (a) Kept in a bona-fide permanently attended and secure lorry park or
- (b) A securely locked building or compound of substantial construction

Unless the **You** or **Your** driver is taking a natural/meal break at a bona-fide service station providing **You/he/she** remains on the same premises as the **vehicle**.

**Theft Attractive Goods** (See General Definitions on page 6) would be deemed as

- Bottled wines and spirits;
- Cigars, cigarettes and tobacco but excluding raw leaf tobacco;
- Non-ferrous metals in raw scrap bar ingot or similar form;
- Furs, skins, clothing and ready-made garments, footwear, fashion accessories;
- Mobile phones and similar or associated **Goods** and accessories;
- Audio/Visual equipment;
- Computer equipment or associated **Goods**, software and accessories
- Photographic equipment and accessories;
- Perfumes and scents.

**We will not pay** under this **Policy** any claim for physical loss or damage to temperature-controlled **Goods** caused by any variation in temperature

## Errors and Omissions

**We** will insure **You** under **Your** Conditions of Contract, Carriage or Trading as specified in the **Schedule** against any claim or claims which may be made against **You** during the Period of insurance for breach of duty by reason of negligent act, error or omission arising out of incorrect instructions, faulty arrangements or clerical errors committed by principals and/or directors and/or clerical and/ or office staff or their predecessors in the conduct of any **Business** conducted by **You** or on **Your** behalf or by **Your** predecessors in **Business**.

Provided that the amount payable by this extension shall not exceed £50,000 in respect of **any one Event** during any one Period of Insurance.

**We will not pay** for the first amount of any such claim shown as the **Excess** within the **Schedule** of insurance

**We will not pay** under this extension any claims

- (a) Brought about or contributed to by default, fraudulent, criminal or malicious act or omission by **You** or **Your** predecessors in **Business** or any person at any time **Employed** by **You** or **Your** predecessors in **Business**;
- (b) For any liability as principal for the charter of the whole or part of any vessel or aircraft;
- (c) Resulting from **Your** insolvency, bankruptcy or cessation of trading;
- (d) Resulting from **Your** inability to pay or collect monies;
- (e) Resulting from **Your** failure to comply with instructions to affect insurance;
- (f) Made by H.M. Government for payment of duty or V.A.T
- (g) For any consequential financial loss other than for contractual liability incurred in accordance with the Conditions of contract, Carriage or Trading specified in the **Schedule**.

## Legal Costs

**We** will insure **You**

- (a) against Legal costs and expenses incurred with **Our** written consent and
- (b) costs and expenses of claimants for which **You** are legally liable

In respect of any claim sustained against **You** for loss or damage to the **Goods**.

**We will not pay** for the first amount of any such claim shown as the **Excess** within the **Schedule** of insurance

## Own Goods

**We** will insure **You** For loss or damage to the following **Goods** belonging to **You** or for which **You** are legally responsible, but excluding wear and tear, whilst carried on any **Vehicle** described in the **Schedule**:

- (a) Ropes, sheets, tarpaulin, trailer curtains, webbing straps, packing materials and similar items or
- (b) Any other **Goods** (but not containers, demountable, accoutrements to any **Vehicles** or personal effects) up to a maximum of £500 **Any One Event** and
- (c) Parcel despatch hand scanners whilst left **Unattended** and securely locked within **Your vehicle** or whilst on the driver's person for accidental damage and theft up to a maximum limit of £1,000.

**We will not pay** for the first £50 of any claim under this section

**We will not pay** any claim under this section resulting from theft unless as a result of forcible and/or violent entry and/or personal assault

**We will not pay** for

- (a) Damage caused by or attributable to wear and tear
- (b) Mechanical, electrical or electronic breakdown, failure or derangement
- (c) Damage to or theft of mobile telephones

## Expenses

**We** will insure **You** for expenses reasonably incurred by **You** in respect of:

- (a) Removal of debris and site clearance of the **Goods** damage whilst in **Transit** from the immediate area of the place where the damage occurred, including disposal costs;
- (b) Transferring **Goods** to another **Vehicle** following fire, collision, overturning or impact of the conveying **Vehicle**, including the carriage of the **Goods** to its original destination or to the place of collection, including reasonable cost of demurrage;
- (c) Reloading onto the **Vehicle** any **Goods** which have fallen from it;
- (d) Re-securing of the **Goods** where there is dangerous movement of the load in **Transit**.

**We will not pay** for the first amount of any such claim shown as the **Excess** within the **Schedule** of insurance

## Consequential or Indirect Loss

**We** will insure **You** for financial loss suffered by **Your** customer (other than **Injury** to any person) for which **You** are legally liable following

- (a) Loss of or damage to **Goods** for which the **Policy** otherwise becomes liable
- (b) Delay
- (c) Mis-delivery

The maximum amount **We** will pay **You** under this section is £50,000 any one event

**We will not pay** for the first amount of any such claim shown as the **Excess** within the **Schedule** of insurance

**We will not pay** costs relating to failure to meet an agreed delivery time or date

**We will not pay** for claims arising under contracts for All Risks or Common Law.

**We will not pay** claims relating to injury to any person.

**We will not pay** for any amount under this section that exceeds £50,000 any one event

## Common Law Contingency Cover

**We** will insure **You** for **Your** legal liability at common law up to a maximum of £100,000 **any one Event** should **Your** conditions of contract be set aside by an order of the court

**We will not pay** for the first amount of any such claim shown as the **Excess** within the **Schedule** of insurance

## Subcontractors' Contingency Cover

**We** will insure **You** If **You** Subcontract the carriage of **Goods** to another haulage contractor BUT **You** must ensure that any such **Subcontractor** carries those **Goods** under **Your** conditions of carriage and is insured to the extent of that liability. Before entrusting the **Goods** to any **Subcontractor**, **You** must also satisfy **Yourself** as to their honesty and ability to do the work.

If **Your Subcontractor**, or their insurers, fails to pay any claim for which **Your Subcontractor** is legally liable, **We** will indemnify **You** to the extent of **Your** legal liability as if **You** were the actual carrier

**We will not pay** for the first amount of any such claim shown as the **Excess** within the **Schedule** of insurance

**We will not pay** for loss or damage to **Goods** which occurs when the **Goods** are in the custody of any **Subcontractor** unless **You** immediately pass the responsibility for the loss or damage to that **Subcontractor**. **Your Subcontractor**, nor his insurers, has any benefit of this insurance.

## Unwitting CMR

**We** will insure **You** against legal liability for loss, damage or delay to **Goods** under **CMR** unwittingly incurred by **You** within England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands or the Republic of Ireland, subject to a maximum limit of £500,000 **any one Event**

**We will not pay** for the first amount of any such claim shown as the **Excess** within the **Schedule** of insurance

## General Average (Freight Portion Only)

**We** will insure **You** In the event of **General Average** attaching to **You** whilst **Your Vehicle** is on a vessel. when a **General Average** sacrifice is made **We** will pay for the amount that **Your** freight charges for the carriage bear to the whole value of the marine adventure saved by that sacrifice.

## Recovery of Your Excess from Subcontracted Freight Transits

**We** will insure **You** for **Goods** that are lost or damaged whilst under the custody and control of one of **Your Subcontractors**. **We** will make reasonable efforts to secure monies to the value of **Your Excess** when **We** are either subrogating back from or claiming from the **Subcontractor** involved.

## Commercial Consideration

**We** will insure **You** in those circumstances where, for commercial considerations, **You** wish to accept a wider liability than that contained in the conditions of carriage covered by this insurance

**We will not pay** for the first amount of any such claim shown as the **Excess** within the **Schedule** of insurance

**We will not pay** for any liability arising under statute or legal convention.

**We will not pay** for any amount under this section that exceeds £1,000 **Any One Event** and in any one year

**We will not pay** for any claim under this extension if the existence of this cover is revealed to any customer of **Yours** either prior to or after the Event which could give rise to a claim



### **Arya Underwriting Services**

Arya Underwriting Services is a trading style of Clearbroking Limited who are authorised and regulated by the Financial Conduct Authority Reg no: 952124

#### **Registered Address**

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