

***Freight Liability (G.I.T.) Insurance for  
Commercial and Domestic Removals  
Contractors***

***Your Policy Terms and Conditions***



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

# Remover's Goods in Transit Policy

# Goods in Transit Policy

## Contents

Introduction

Customer Service Information

Cancellation of the Policy

Complaints

How to Make a Claim

General Definitions

Legislation

General Conditions (Including Claims Conditions)

Your Cover

General Exclusions

# Us, You and the Policy

## Introduction

This Introduction, the Customer Service Information, the General Definitions, General Conditions, General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements all form part of this **Policy**.

This policy is calculated on the total number of vehicles that you have for **Your Business**. This number should be declared in full, whether the vehicles are used or not. The numbers that have been declared to **Us** are displayed on the policy schedule as Number of Vehicles. Failure to provide Us with the correct number of vehicles will be treated as reckless misrepresentation and will invalidate the policy. If **You** are unsure about how this number should be calculated or **You** think the number is incorrect **You** should contact **Your** insurance broker

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 9, 10 and 11 or as otherwise stated in any particular section or the **Schedule**.

## 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
- **We** would draw **Your** special attention to the number of vehicles operated by **You** which is detailed upon the schedule and upon which the premium is calculated
- **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 & I

# Customer Service Information

**IMPORTANT INFORMATION ABOUT HOW WE WILL DEAL WITH CLAIMS UNDER THIS POLICY AND THE INFORMATION YOU HAVE GIVEN US. PLEASE READ THIS CAREFULLY.**

## 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.

**We** would draw **Your** special attention to the number of vehicles operated by **You** which is detailed upon the schedule and upon which the premium is calculated.

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.

## Enquiries

If **You** have a general enquiry regarding **Your Policy** please contact **Your** insurance broker.

## Things You must do

There are conditions contained in this **Policy** that are conditions precedent to **Our** liability, please refer to General Conditions on pages 12, 13 and 14 of this **Policy**. If **You** breach any of these conditions precedent **We** may deny **Your** claim, or reduce the amount **We** pay **You**.

## 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>].

## 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.

# Cancellation of the Policy

## Cancellation by You

**You** have a right to cancel this insurance at any time by writing to the broker through whom this insurance was arranged. This insurance has a cooling off period of fourteen (14) days from either:

- a) the date **You** receives this insurance documentation; or
- b) the start of the Period of Insurance,

whichever is the later

If this insurance is cancelled by **You** 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 £15.00. 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.

If **We** become aware of a claim that was unreported by **You** and the annual premium remains unpaid we reserve the right to deduct any outstanding premium from the amount **We** settle to **You** or any third party for such claim

## Cancellation by Us

**We** may cancel this **Policy** by giving **You** 30 days' notice. **We** will only do this for a valid reason. Examples of valid reasons are as follows:

- (i) non-payment of premium; or
- (ii) a change in risk occurring which means that **We** can no longer provide the **You** with insurance cover; or
- (iii) non-cooperation by **You** or failure by **You** to supply any information or documentation requested by **Us**; or
- (iv) a petition is presented for the administration or winding up of the **Business**; a winding up order is made; a receiver is appointed over any of its assets; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction or
- (v) threatening or abusive behaviour or the use of threatening or abusive language

If this insurance is cancelled by **Us** 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 £15.00. 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.

If **We** become aware of a claim that was unreported by **You** and the annual premium remains unpaid we reserve the right to deduct any outstanding premium from the amount **We** settle to **You** or any third party for such claim

# Complaints

## How to make a complaint

**We** are dedicated to providing a high-quality service and want to maintain this at all times. If **You** are not happy with our service, please contact **us**, quoting the Policy details, so **We** can deal with the complaint as soon as possible. Please contact:

Chubb Customer Relations  
PO Box 4510  
Dunstable  
LU6 9QA

Telephone: 0800 519 8026  
Email: [customerrelations@chubb.com](mailto:customerrelations@chubb.com).

**You** may be able to approach the Financial Ombudsman Service for assistance if **You** are unhappy with **our** final response to **Your** complaint or if **Your** complaint remains unresolved eight weeks from the date of making the complaint. Any approach to the Financial Ombudsman Service must be made within 6 months of **our** final response to **You**.

Their contact details are given below. A leaflet explaining the procedure is available on request.

The Financial Ombudsman Service,  
Exchange Tower,  
Harbour Exchange Square  
London  
E14 9SR

0800 023 4567  
(Monday to Friday – 8am to 8pm, Saturday – 9am to 1pm) - Calls are free from a UK landline or mobile.

0300 123 9123 – Calls cost no more than costs to 01 or 02 numbers  
Fax 0207 9641001  
email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Following this complaints procedure does not affect **Your** legal rights relating to this Policy.

## Financial Services Compensation Scheme

In the unlikely event that **We** are unable to meet **Our** liabilities, **You** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Its contact details are:

Financial Services Compensation Scheme  
PO Box 300  
Mitcheldean  
GL17 1DY  
Phone: 0800 678 1100 or 0207741 4100  
Website: [www.fscs.org.uk](http://www.fscs.org.uk)

## European Online Dispute Resolution Platform

If **You** arranged **Your Policy** with **Us** online or through other electronic means, and have been unable to contact **Us** either directly or through the Financial Ombudsman Service, **You** may wish to register **Your** complaint through the European Online Dispute Resolution platform:

<http://ec.europa.eu/consumers/odr/>.

**Your** complaint will then be re-directed to the Financial Ombudsman Service and to **Us** to resolve. There may be a short delay before **We** receive it.

## French Prudential Supervision and Resolution Authority

Chubb European Group SE (CEG) is a Societas Europaea, a public company registered in accordance with the corporate law of the European Union. Members' liability is limited. CEG is headquartered in France and governed by the provisions of the French insurance code. Risks falling within the European Economic Area are underwritten by CEG, which is authorised and regulated by the French Prudential Supervision and Resolution Authority (4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France). Registered company number: 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Fully paid share capital of €896,176,662.

CEG's UK branch is registered in England & Wales. UK Establishment address: 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Details about our authorisation can be found on the Financial Conduct Authority website (FS Register number 820988).

# 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 **Your** Insurance Broker.

## EMERGENCY CLAIMS CONTACT NUMBERS

### During office hours

Clearbroking Limited  
126-128 High Street  
Delabole  
Cornwall  
PL33 9AJ  
Email: [claims@clearbroking.co.uk](mailto:claims@clearbroking.co.uk)

Tel: 01840 211906

### Outside office hours

Collyers 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 SE (CEG), and provide **Your** policy number



# General Definitions

The words defined below will have the same meaning wherever they appear in bold letters within the Policy the 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

## Contract for Removal (Transit)

The movement of **Goods** by Road Transport from one identifiable location to another identifiable location whilst in **Your** custody or control including loading and unloading and temporary storage in **Transit** either on or off the **Vehicle**

Temporary storage will only apply to Goods at the address locations for Storage provided to us and detailed within **Your** schedule of insurance

## Customer

The individual or Entity who appointed **You** to carry out the **Contract for Removal** and whose name is shown within the **Contract for Removal**

## Employee

- 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 **You** obtaining an **Inventory** signed by the **Customer** itemising all property with a value of GBP 500.00 or more and showing the individual value of such property. The signed **Inventory** must be obtained by **You** prior to the commencement of **Transit** 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

Household, Office and Factory property which **You** do not own but which **You** are carrying or storing under a **Contract for Removal** extended to include the carriage of motorcycles as part of a **Contract for Removal**.

## Identifiable Premises

The premises from which the Goods are to be collected from and delivered to as detailed within the **Contract for Removal**

## Loading and Unloading

Loading means the movement of the Goods from the identifiable premises (including any temporary storage location) and onto the transporting vehicle(s) and unloading means the movement of those same goods from the transporting vehicle(s) and into the identifiable premises (including any temporary storage location).

## 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

The document that comes with this **Policy**, showing **Your** name, address, **Business** description, the Period of Insurance, the Premium and any extensions or special clauses in force

## Statement of Fact

The **Statement of Fact** contains information and assumptions upon which the **Policy** is based. It is a matter of utmost 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**.

## Storage Location

The Address location(s) for Storage provided to us and detailed within **Your** schedule of insurance

## 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, Perfumes and scents;
- Mobile phones and similar or associated **Goods** and accessories;
- Audio/Visual equipment;
- Computer equipment or associated **Goods**, software and accessories
- Photographic equipment and accessories;



## Transit

The moment in time at which **You** begin the movement of **Goods** under The **Contract for Removal** from one identifiable location to another identifiable location including loading and unloading

## 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 28.00 tonne 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 (CEG) , 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 in Great Britain, Northern Ireland, the Channel Islands or 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, 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** including the Introduction, the **Customer** Service Information, the General Definitions, General Conditions, General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements as far as they can apply.

# Legislation

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 and Road Traffic Northern Ireland Order 1981

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

# General Conditions

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

## Claims Conditions

(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.

## 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 from Unattended Vehicle(s) Limitation

- (9). **We** do not provide any cover for theft or attempted theft occurring when **Your Vehicle** is parked up at the end of a day's driving until such time as it is collected for driving unless the **Vehicle** is

- Kept in a bona-fide permanently attended or secure parking area or
- A securely locked building of substantial construction or a compound surrounded by secure walls and/or fences

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 ensure that all factory fitted alarms and locking devices must be in full working order and whilst the **vehicle** is left **Unattended** these must be in operation.

### 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.

# Your Cover

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



## What is Not Covered



### 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) Limited Liability under the British Association of Removers (B.A.R.) Conditions subject to a maximum liability of £40 per item

**NOTE:** If **You** fail to incorporate **Your** contractual liability shown in a, b, c, d and 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** any claim under 'Scope of cover (b)' for any item of property that exceeds £500 in value unless **You** have obtained an **Inventory** listing the value of all items over £500.

Should the **Contract for Removal** involve **Transit** to or from the following countries we will only cover a **Contract for Removal** for Household Goods under 'Scope of cover (b)'

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

Any Office and Factory **Contract for Removal** will therefore be covered under 'Scope of cover (a)' unless the **Transit** is a movement to or from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, whereby 'Scope of cover (b)' will apply

**We will not** Pay for any claim involving theft or attempted theft occurring when **Your Vehicle** is parked up at the end of a day's driving until such time as it is collected for driving unless the **Vehicle** is

- Kept in a bona-fide permanently attended or secure parking area or
- A securely locked building of substantial construction or a compound surrounded by secure walls and/or fences

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

**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 £100,000 for any one single event including any extensions, clauses, endorsements or extra covers.



**We will not pay** any loss for the theft of any **Theft Attractive Goods** unless carried as part of a **Contract for Removal**. **Theft Attractive Goods** are defined 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, perfumes and scents;
- Mobile phones and similar or associated **Goods** and accessories
- Audio/Visual equipment;
- Computer equipment or associated **Goods**, software and accessories
- Photographic equipment and accessories;

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

#### **IMPORTANT NOTICE**

**We will not** liaise with **Your Customer** with regards to the scope of cover, confirmation of Indemnity or any aspect in relation to a possible claim under this policy. Whilst **You** will provide **Your** limits of liability to **Your Customers** under **Your** Terms and Conditions the benefit of this policy DOES NOT extend to them and **You must not** provide details of this policy to **Your Customers** or give them any rights to it.

# Your Cover - Extensions

The following extensions are subject otherwise to the terms, exceptions, conditions and exclusions of this **Policy** and to the payment of such additional premium as may be required by **Us**.

## What is covered

## What is Not Covered

### 1. 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**.

### 2. 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

### 3. 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

## 4. 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

## 5. 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** failure to meet an agreed delivery time or date

**We will not pay** for any claim under this section unless **Your** contract for the carriage either specifically excludes such liability or limits **Your** liability to the amount not more than twice **Your** carriage charges for the **Transit**

**We will not pay** for any amount under this section that exceeds £50,000 **Any One Event**

## 6. 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

## 7. 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.

## 8. 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.

## 9. 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.

## 10. 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

# General Exclusions

We will not pay claims for:

## 1. MECHANICAL OR ELECTRICAL DERANGEMENT

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

## 2. SHORTAGE, PACKING, ABANDONMENT, DEPRECIATION AND INHERENT VICE

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

## 3. EXCLUDED GOODS

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

## 4. CMR

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

## 5. REMOVALS (INDUSTRIAL)

Loss or damage to industrial **Goods** and property during removal or storage unless otherwise specified in the **Schedule**.

## 6. INADEQUATE OR INACCURATE DOCUMENTATION

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

## 7. C.O.D.

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

## 8. INSURANCE ARRANGEMENTS

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

## 9. PRESSURE WAVES

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

## 10. RIGHTS OF THIRD PARTIES (SEE LEGISLATION ON PAGE 11)

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.

## 11. WAR AND TERRORISM

**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:

- (a) 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.
- (b) **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.
- (c) 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**.

## 12. INSTITUTE CYBER ATTACK EXCLUSION

**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

## 13. RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION

**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:
- (e) Any chemical, biological, bio-chemical, or electromagnetic weapon.

#### 14. COMMUNICABLE DISEASE EXCLUSION (CARGO)

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.



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