

SUMMARY OF COVER

Goods in Transit Insurance for Couriers and Light Haulage Contractors

About this Document

This policy summary does not contain the full terms and conditions applicable to your insurance, which are contained in the policy and should be read carefully

About Arya Underwriting Services

Arya Underwriting Services are 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

About Your Insurance Broker

Your Insurance Broker is the organisation that you arranged this insurance with and should be your first point of contact for any queries you may have on the policy.

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 of your policy booklet



UNDERWRITING SERVICES

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.

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

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

How to Cancel - 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

We must Draw your attention to the importance of the policy exclusions which fall under the General Exclusions section of the policy. Please also refer to the 'What is Covered and What is not Covered' Sections under 'Your Cover'

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:
- (e) 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 Cover we do and do not provide under this policy

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

126-128 High Street
Delabole
Cornwall
PL33 9AJ