

Removal Contractor's Goods in Transit

Summary of Cover



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 Clearbroking Limited

Clearbroking Limited is authorised and regulated by the Financial Conduct Authority. Register no. 942124. 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.

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.

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 the **You** or failure by the **You** to supply any information or documentation requested by **Us**; or
- (iv) a petition is presented for the administration or winding up of the **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.

How to Make a Complaint under this Policy

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:

Us at

Chubb Customer Relations
PO Box 4510
Dunstable
LU6 9QA

Telephone: 0800 519 8026
Email: customerrelations@chubb.com.

Or 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 and
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
Website: www.financial-ombudsman.org.uk

Making a Claim

Claims should be notified to your Insurance Broker through whom you purchased this policy

We are entitled to take over and conduct in your name the defence or settlement of any claim. You must 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.

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 0207 741 4100
Website: 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).

Removal Contractor's Goods in Transit

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