

Goods in Transit

Carriage of Own Goods /Tradesman

Policy booklet



Underwritten by Policyfast Ltd acting for and on
behalf of Beazley Syndicate 2623/623 at Lloyd's



Welcome to Policyfast

Welcome to Your new Carriage of Own Goods and Tradesman policy with Beazley Marine UK acting as an agent on behalf of Syndicates 2623/623, exclusively arranged via Policyfast Limited.

Your insurance policy comprises this booklet and Your Schedule. You should read these documents carefully and keep them in a safe place together with copies of any documentation You have provided to Us.

Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy except for headings and titles.

The Schedule

The document which specifies details of The Policyholder, business description, liabilities insured and any excesses, endorsements and conditions applying to the policy.

Underwriters

Means Policyfast Ltd acting for and on behalf of Beazley Syndicate 2623/623 at Lloyd's. And we, us and our, shall be construed accordingly.

You/Your/The Policyholder

The person(s), companies, partnerships or unincorporated associations named in The Schedule as The Policyholder.

Goods

Goods and/or Merchandise, owned by You or for which You are responsible in connection with the Trade/Business as stated in The Schedule.

Vehicle

Vehicles and/or trailers owned or operated by You.

Excess

Excess means the sum shown in The Schedule, this policy, or an endorsement to this policy (if any) which any loss or claim must exceed before Underwriters will be liable under this Policy and which Underwriters will not be liable to pay in respect of each loss. The amount of the Excess will be deducted from each and every loss, where applicable.

Where an Excess is expressed as:

- A specified sum – it means the amount specified:

and

- A percentage – it means the monetary equivalent of such percentage of each loss.

Provided that, where a claim is made in respect of more than one occurrence, the Excess will apply as though a claim was made for each individual occurrence.

Personal Effects

Personal possessions of Your drivers excluding cash and the like, credit cards, watches, jewellery, audio/visual equipment and/or mobile phones.

Tools

Tools, tool kits or test equipment owned by You or for which You are responsible in connection with the Trade/Business as stated in The Schedule.

Occurrence

Any one event or occurrence or all occurrences of a series consequent on or directly attributable to one source or original cause.

Period of Insurance

From the effective date until the expiry date (both shown in The Schedule) or any subsequent period for which We accept payment for renewal of the policy.

Unattended

Where neither You nor Your driver or employee (including agency drivers and independent contractors under Your direction and control) are in the Vehicle and/or in a position to keep the Vehicle and/or Goods under surveillance and at the same time have a reasonable prospect of preventing any unauthorised interference with the Vehicle and/or Goods.

Normal Working Hours

All times when the Vehicle and/or trailer and/or container is being used specifically in connection with or for the purpose of the Assured's business. This excludes all use for social and domestic purposes by any person, including the driver, and overnight stops.

Geographical Area Definitions

For the rating purposes of this Policy, the following areas shall be defined as follows:

Zone 1

England, Scotland, Northern Ireland, Republic of Ireland, Wales, all offshore islands (including Channel Islands) only.

Zone 2

Zone 1 (as defined above), Austria, Andorra, Belgium, Denmark, France, Germany, Gibraltar, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland only.

Zone 3

Zone 2 (as defined above), Bulgaria, Cyprus, Czech Republic, Estonia, Finland, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Malta, Poland, Romania, San Marino, Slovakia, Slovenia, Turkey (not east of the Bosphorus) only.

Zone 4

Zone 3 (as defined above), Albania, Bosnia and Herzegovina, Croatia, Macedonia, Russian Enclave, Serbia and Montenegro, Slovakia, Slovenia, Yugoslavia only.

Zone 5

Zone 4 (as defined above), Belarus, Moldova, Russia (not east or south of Moscow), Turkey (south and east of the Bosphorus), Ukraine only.

Zone 6

Worldwide (Freight Forwarders only).

Your Policy Cover

Basis of Valuation

In respect of Carriage Of Own Goods & Tradesman Tools and Equipment the basis of valuation for unsold goods should be the New Replacement Value and In respect of sold goods the Sales Invoice Value.

We will insure You against:

1. All risks of physical loss of or damage to:

- a) The Goods up to the Limit of Liability as stated in The Schedule.
- b) Your own sheets, ropes, chains, toggles or packing materials on Vehicles - Liability unlimited in amount.
- c) The Personal Effects of Your drivers not otherwise more specifically insured elsewhere whilst in any Vehicle in Your control - limit any one driver any one loss of £250.
- d) Tools up to the Limit of Liability as stated in the Schedule (hereinafter collectively referred to as the Goods whilst in transit on land or water by the conveyance from the time of lifting by You or Your employee until placed in position by You or Your employee at the destination including loading and unloading, within the Territorial Limits).

2. Costs and expenses necessarily incurred in:

- a) Transferring to any Vehicle and/or carrying to original destination or to place of collection the Goods necessitated by collision, overturning or impact with any object.
- b) Removal of debris and site clearance consequent upon loss of or damage to the Goods up to a limit any one loss of £5,000.

Exceptions

Underwriters shall not be liable for:

1. Loss or damage caused by:
 - a) Depreciation or deterioration or variation in temperature unless caused by accident to the means of conveyance.
 - b) Mechanical and/or electrical derangement of the Goods unless caused by external means.
 - c) Ordinary leakage, ordinary loss in weight or volume.
 - d) Contamination or ordinary wear and tear of the Goods, inherent vice or vermin.
 - e) Insufficiency or unsuitability of packing or preparation of the Goods Insured.
 - f) Wilful misconduct of the Insured
 - g) ordinary wear and tear or gradual deterioration.
 - h) Rust, oxidation and discolouration.
 - i) Loss of or damage to mobile telephones unless specified in the Policy Schedule.
 - j) Theft of or from Vehicles owned by or under Your control unless such theft is evidenced by violent or forcible entry to such Vehicle.
2. Loss or damage to living creatures, bullion, cash, bank notes, treasury notes, stamps, bonds, securities, furs, jewellery, precious stones, gold and silver articles, clocks, watches, non-ferrous metals, computers, tobacco, cigars, cigarettes, wines, spirits or explosives, unless specifically mentioned in The Schedule as insured.
3. Loss or damage resulting from theft or attempted theft from any Unattended Vehicle outside of Normal Working Hours unless:
 - a) All doors, windows and other points of access have been securely locked and fastened and the keys removed, and unattached trailers have had anti-hitching devices put into operation
and
 - b) such Vehicle is garaged in a securely locked building of substantial construction or parked in manned, secured compound which has secure walls and/or fences and securely locked gates.

Where You are unable to comply with the above, in respect of claims for theft, Underwriters shall be liable to pay only 80% of any claim provided always that You shall bear the remaining 20% of any such claim, subject to a minimum contribution from You of the full amount of Excess stated in The Schedule.

4. Loss or damage of whatsoever nature caused by or arising from inadequate documentation or consequent upon delay in transit and/or indirect or consequential loss of any description.
5. The amount of the Excess stated in The Schedule.
6. Loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:
 - a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - c) any weapon or device 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 in this subclause 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.
7. Any consequence of nationalisation, confiscation, requisition, destruction or damage by order of any Government or Public or Local Authority.

8. Loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
9. Loss or destruction of or damage to the Goods Insured in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of – any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association.
Note - “Unlawful association” means any organisation which is engaged in terrorism.
10. 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, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power
 - b) Terrorism
Terrorism is defined as any act or acts including, but not limited to:
 - i. the use or threat of force and/or violence and/or
 - ii. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) 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 relating to a) or b) above.

In any action, suit or other proceedings where Underwriters allege that by reason of the provisions of this Exception any loss, destruction or damage is not covered by this policy the burden of proving such loss, destruction or damage is covered shall be upon the Insured.

Conditions

Policy and Schedule

This policy and The Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this policy or of The Schedule shall bear the same meaning wherever it may appear.

Good Faith

If the information given by You is untrue in any material respect or if any claim made shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made in support thereof no compensation shall be payable hereunder and the policy may be avoided by Underwriters.

Non Contribution Clause

This insurance does not cover any loss or damage which at the time of happening of such loss or damage is insured by or would but for the existence of this policy, be insured by any other existing insurance policies, except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

Subrogation

Underwriters shall without being held to admit any claim, be entitled at any time, in Your or the Underwriter's own name, to take steps for the recovery of any subject matter claimed for, and You shall be bound to give Underwriters all information and reasonable assistance in so doing. You may also be required, as a condition of any settlement, procure and give to Underwriters as a valid legal title to the Goods settled for. Any Goods recovered after settlement of any claim, whatever the amount paid by Underwriters may be, shall be absolutely and solely the property of Underwriters.

Underwriters may, if they think fit, reinstate, repair or replace any of the Goods lost or damaged instead of paying the amount of any loss or damage. Underwriters may at any time, after loss or damage take and keep possession of the Goods and deal with the salvage. No Goods or salvage may be abandoned to Underwriters.

Reasonable Care (sending by Vehicles)

- a) You shall only employ steady, reliable and competent drivers and shall take all reasonable precautions:
 - i. in securing loads
 - ii. to maintain in efficient condition all Vehicles
 - iii. to protect the Goods Insured from all loss or damage
 - iv. to ensure that any Vehicle is suitable for the purpose for which it is to be used.
- b) Underwriters shall at all reasonable times have free access to examine any Vehicle aforesaid.

Substitution of Vehicles

Where Vehicles are individually specified in The Schedule, Underwriters will insure, subject to the limit of liability, conditions, special clauses and other terms and conditions applicable to the original Vehicle, the Goods insured in or on any other Vehicle:

- a) temporarily substituted for the specified Vehicle whilst the specified Vehicle is out of use for maintenance, repair or official Vehicle testing
- b) permanently substituted for the specified Vehicle provided that Underwriters are advised in writing within 21 days of the substitution.

Automatic Reinstatement following Loss

In the absence of written notice by You or Underwriters to the contrary, the Limits of Liability stated in The Schedule shall not stand reduced by the amount of any loss, the Policyholder undertaking to pay the appropriate additional premium on the amount of the loss from the date thereof to the date of expiry of the Period of Insurance.

Underinsurance

If at the time of any loss or damage the Limit of Liability is less than the value at risk then You shall be Your own Insurer for the difference and shall bear a ratable share of the loss or damage accordingly.

Declarations

Whenever the premium is calculated on Your estimate of the annual value of the property insured in transit, a full record of such values

will be maintained by You. Within one month of the expiry of each Period of Insurance, You shall submit to Underwriters a declaration of the actual value in transit for the Period of Insurance and the premium will be adjusted accordingly. Should You fail to supply such a declaration within one month of the expiry of the Period of Insurance, Underwriters shall be entitled if they so wish to charge an additional premium in respect of that Period of Insurance.

Cancellation Rights

You may cancel your insurance at any time by giving 30 days notice in writing to us. We may cancel your insurance policy by sending you 30 days notice by registered post to your correspondence address shown in the schedule. If either you or we want to cancel this policy, the following notice periods apply:

Marine&/or Transit &/or Storage &/or Similar Risks	30 Days
War Risks	7 Days
Strikes Risks	7 Days
But strikes in respect of shipments &/or sending to/or from USA	48 Hours

Notice shall commence from midnight of the day it was issued. Cancellation shall not apply to any risks that have attached in accordance with the cover granted under this policy before cancellation becomes effective.

Arbitration

If any difference should arise as to the amount to be paid under this Policy, (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the Statutory Provisions in that behalf for the time being in force. Where any difference is by this Condition to be referred to Arbitration the making of an award shall be a condition precedent to any right of action against Underwriters.

Contract (Rights of Third Parties) Act 1999 Exclusion Clause

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 the rights of the assured (as assignee or otherwise) or the rights of any loss payee.

Subjectivity Condition

The policy, the application form, statement of fact and/or declaration made by You, and any clauses endorsed on the policy and the policy schedule should be read together and form the contract of insurance between You, The Policyholder, and Us, Underwriters.

We will clearly state if the cover provided by the policy is subject to You:

- a) providing Us with any additional information requested by the required date(s)
- b) completing any actions agreed between You and Us by the required date(s)
- c) allowing Us to complete any actions agreed between You and Us. Upon completion of these requirements (or if they are not completed by the required dates), We may, at Our option:
 - a) modify Your premium
 - b) issue a mid-term amendment to Your policy terms and conditions
 - c) require You to make alterations to the risk insured by the required date(s)
 - d) exercise Our right to cancel Your policy
 - e) leave the policy terms and conditions, and Your premium, unaltered.

We will contact You with Our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved:

- a) You have the right to cancel this policy from a date agreed by You and Us and providing

no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.

- b) We may, at Our option, exercise Our right under the policy cancellation condition.

Except where stated all other policy terms and conditions will continue to apply. The above conditions do not affect Our right to void the policy if We discover information material to Our acceptance of the risk.

Acquired Companies Clause

The assured named in the schedule includes any company, subsidiary company or firm, formed, purchased or otherwise acquired by the assured during the Period of Insurance, provided that the Assured:

- Advise Underwriters of their interest in the company or firm within thirty (30) days from the date of signing the purchase contract or date of formation.
- Hold a controlling interest in the company or firm or have agreed to accept responsibility for insurance.
- Declare to Underwriters the turnover or value of sendings, type of goods to be insured, pass loss history, and then agree to any additional conditions and pay any additional Premium required by Underwriters.

Authorisation

The assured agree that Underwriters may give to and obtain from any other insurers, insurance reference bureaus and Credit Reporting Agencies: Insurance claims information; and Information relating to the assured's Credit or insurance history.

Policyfast Ltd

Policyfast Ltd underwrites this insurance on behalf of Beazley Syndicates 2623/623 at Lloyd's. Policyfast Ltd is authorised and regulated by the Financial Conduct Authority.

Co-Assured and/or Third Party Interests Clause

The interests of any Co-Assured and/or Third party (e.g. financier or lessor) are only protected under this Policy where the Assured have informed Underwriters and Co-Assured and/or Third party are noted in the schedule.

Complaints Procedure

We aim to provide a first class service to all our Policyholders, however occasionally an enquiry or a complaint may arise which will usually be resolved quickly and efficiently to our Policyholders' satisfaction.

If you have an enquiry or cause to make a complaint regarding your policy please contact us at the following address:

Operations Manager
Policyfast Limited
Unit 5 Vantage Park
Washingley Road
Huntingdon
PE29 6SR

We take all complaints seriously and will handle any complaint that You make promptly and fairly. If You make a complaint, we will acknowledge it promptly and explain how We will handle your complaint, tell You what You need to do, and inform You of how Your complaint is progressing. We will record and consider Your comments to ensure that We continue to improve the service that We offer.

It would help Us to process Your complaint quickly and fairly if You inform Us of Your Policy number and provide Us with the full details of Your complaint as well as any steps that You would like Us to take to remedy it.

In the event that You remain dissatisfied and wish to make a complaint, it may be possible in certain circumstances for you to refer the matter to the Policyholder and Market Assistance team at Lloyd's. Their address is:

Complaints
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham
Kent
ME4 4RN

If you would prefer to contact them by telephone, facsimile or e-mail, please get in contact by calling +44 (0) 20 7327 5693 or by facsimile +44 (0) 20 7327 5225, 0900-1700 hours, Monday to Friday or e-mail complaints@lloyds.com.

Details of Lloyd's complaints procedures are set

out in a leaflet "Your Complaint – How we can Help" available at www.lloyds.com/complaints and are also available from the above address. If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman service.

Data Protection Act 1998

1. Beazley Marine UK acting as an agent on behalf of Syndicates 2623/623 collects Personal Data, which may include Sensitive Personal Data from communications with its policyholders including in particular in connection with claims under insurance policies. Beazley Marine UK acting as an agent on behalf of Syndicates 2623/623 acts as a Data Controller for all Personal Data it obtains from its customers and prospective customers and complies with its obligations under the Data Protection Act 1998.
2. Beazley Marine UK acting as an agent on behalf of Syndicates 2623/623 may disclose the Personal Data it obtains from policyholders to other members of the Beazley Group in connection with the provision of products and services offered by the Beazley Group and may also disclose the Personal Data to Beazley Group's subcontractors, service providers and agents in connection with the provision of goods and services to the Beazley Group and its customers.
3. In order to prevent and detect fraud Beazley Marine UK acting as an agent on behalf of Syndicates 2623/623 may at any time share information about you with other organisations and public bodies including the police, undertake credit searches and additional fraud searches, and check and/or file your details with fraud prevention agencies and databases, and if you give Beazley Marine UK acting as an agent on behalf of Syndicates 2623/623 false or inaccurate information and Beazley Marine UK acting as an agent on behalf of Syndicates 2623/623 suspects fraud, Beazley Marine UK acting as an agent on

- behalf of Syndicates 2623/623 will record this. Beazley Marine UK acting as an agent on behalf of Syndicates 2623/623 and other organisations may also search these agencies and databases to:
- a. Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
 - b. Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
 - c. Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity; and Beazley Marine UK acting as an agent on behalf of Syndicates 2623/623 can supply on request further details of the databases Beazley accesses or contributes to.
4. The recipients of Personal Data from Beazley Marine UK acting as an agent on behalf of Syndicates 2623/623 may be located outside the European Economic Area in countries which do not have the same level of legal protection of Personal Data as the European Union, and where Beazley Marine UK acting as an agent on behalf of Syndicates 2623/623 provides Personal Data to parties in such countries it will have in place agreements under which the recipient agrees to protect the Personal Data to standards which are acceptable to Beazley Marine UK acting as an agent on behalf of Syndicates 2623/623.
5. Where a person provides Beazley Marine UK acting as an agent on behalf of Syndicates 2623/623 or Policyfast with Personal Data (including Sensitive Personal Data) about any other individual, he or she warrants that they have full rights to disclose the Personal Data to Beazley Marine UK acting as an agent on behalf of Syndicates 2623/623 or Policyfast to use for the purposes for which it is disclosed.
6. For the purposes of this clause the following terms shall have the meanings set out below,

which are the meanings given to them in the Data Protection Act 1998:

“Personal Data” means data which relate to a living individual who can be identified:

- a. from those data, or
- b. from those data and other information which is in the possession of, or is likely to come into the possession of, the Data Controller,

and includes any expression of opinion about the individual and any indication of the intentions of the Data Controller or any other person in respect of the individual;

“Data Controller” means a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any Personal Data are, or are to be, processed.

Duration of Contract

Insurance contracts normally run for a period of 12 months unless we have agreed a different period. This will be confirmed in your policy schedule. Please speak to us if you require a different period. We strongly urge our customers to review their contract each year to ensure they have adequate cover in place.

Financial Services Compensation Scheme

Lloyd's insurers are covered by the Financial Services Compensation Scheme. The Assured may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to the Assured under this contract.

If the Assured were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further Information about the Scheme is available from the Financial Services Compensation Scheme 10th Floor, Beaufort House 15 St Botolph Street, London, EC3A 7QU and on their website: www.fscs.org.uk

Law and Jurisdiction

Unless some other law is agreed in writing, this policy is subject to English Law, and to the exclusive jurisdiction of the English courts.

Marine Insurance Act Clause

All the terms, conditions, warranties and other matters contained within the Marine Insurance Act 1906 apply to this policy. A copy of this Act can be provided upon request.

Policy Availability

If, at any stage, the assured, would like to receive a further copy of the policy, please contact the Insurance Broker concerned at their usual address.

Premium Adjustment and Declarations Clause

The premium payable under this policy is based upon the estimated amount of shipments or sales provided by the assured for the period of insurance. Unless otherwise agreed, the assured must advise insurers within 3 months from the expiry of each period of insurance of the actual amount of shipments or sales, which should include the actual value of the subject matter insured for which insurers were at risk.

For this reason the assured are required to keep accurate records of such shipments or sales and to provide insurers with an audited copy of these records if required by insurers. If insurers request an audited copy of these records and this is not available, then insurers may appoint an auditor. Insurers shall pay for the cost of the audit and in such circumstances where the audit reveals a substantial difference to those originally supplied by the assured; the cost of any audit will be borne by the assured.

War and Strikes Rates Variation

If insurers amend the War and Strikes rates then insurers will give 7 days notice (48 hours for strikes rates on shipments to or from the USA) of the amendment in accordance with the Institute War Cancellation Clause (Cargo).

The amended rate shall apply from the end of the period of notice which begins at midnight of the day that the notice is issued by insurers. It will not apply to insured voyages where the cover under this policy has attached before the amended rate applies.

Insurers' rights to cancel cover for War and Strikes are not prejudiced by the prepayment of War and Strikes Premium Strikes Premium.

Several Liability

The liability of the Insurers is several and not joint and is limited solely to the extent of their individual proportions as shown in the Endorsement entitled Identity of Insurers. The Insurers are not responsible for the subscription of any cosubscribing insurers or any other insurer or coinsurer who for any reason does not satisfy all or part of its obligations.

Additional Conditions

The following conditions shall be deemed applicable unless otherwise stated elsewhere in this policy.

A. Goods in Lockfast Premises

The cover granted by this policy extends to include the Goods whilst kept overnight in a lockfast private dwelling house, building or garage for safekeeping.

B. 24 Hour Extended Cover

The cover granted by this policy extends to include goods and tools owned by You or for which You are responsible on a continuous 24 hour basis whilst in Your Vehicle within the normal course of Your business. However Exception 3 above shall be deemed to apply if the Vehicle is situated at or in the vicinity of Your business premises and/or private dwelling house.

C. Wear & Tear Exclusion

This cover excludes claims for wear and tear, scratching, bruising, denting and claims for the cost of repainting in respect of used goods.

D. Trailer Cover (Applicable only if stated on Schedule)

Subject to payment of an additional premium this policy is extended to indemnify the Insured for loss of or damage to trailers as per the Specification set out below being the property of the Insured or whilst in the custody of the Insured under a hire agreement or otherwise for which they have a legal liability whilst anywhere within the Territorial Limits of this policy.

This Insurance is against All Risks of physical loss or damage arising from any fortuitous cause but excluding:

- (i) wear and tear, scratching, bruising, denting and claims for the cost of repainting and
- (ii) mechanical or electrical breakdown or

derangement and
(iii) damage to tyres, road puncture, cuts or bursts unless consequent upon a road accident to the Trailer.

Subject to an Excess each and every loss and/or series of losses arising out of any one event of £250.00 per Trailer.

It is a condition precedent to liability hereunder that there shall not be more than the specified number of Trailers at risk at any one time.

No claim will be admitted for theft or attempted theft of unattached or detached trailers unless they have had anti-hitching devices fitted and put into operation.

The onus of proving that the exact requirements of this clause have been complied with shall rest with the insured unless specifically amended elsewhere in this policy.

All other terms & conditions of this policy are deemed to apply in respect of this extension.

E. Sanction Limitation and Exclusion Clause (JC2010/014)

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.

Claims

These conditions are precedent to liability hereunder.

How to Claim

Claims Contact Details:

In the event of a claim, or incident likely to give rise to a claim please immediately contact our specialist marine cargo claims team, quoting our policy number.

Contact details as follows:

Peter Philpott
Marine Claims Adjuster
Tel: +44 (0)20 7674 7050
Email: peter.philpott@beazley.com

Chris Bassett
Marine Claims Adjuster
Tel: +44 (0)20 7674 7179
Email: chris.bassett@beazley.com

Address:

Beazley
Plantation Place
60 Great Tower Street
London
EC3R 5AD
Tel: +44 (0)20 7674 7000
Fax: +44 (0)20 7674 7103

Claims Payable

All claims are payable by Insurers from London. This means that Insurers will make payment in the currency of the policy into your nominated UK Bank Account.

Your obligations in the event of a claim

IF YOU DO NOT COMPLY WITH YOUR OBLIGATIONS, WE MAY BE DISCHARGED FROM LIABILITY UNDER THIS POLICY. THIS MEANS THAT YOU MAY NOT BE COVERED FOR ANY LOSS

You must adhere to the following procedure.

In the event of a loss covered by the policy, you must act sensibly, as if your loss was not covered by insurance. You must act to minimise the loss and/or damage to the goods and to protect any recovery rights that may be available.

In the event of any happening or event likely to

give rise to a claim under this policy, you must ensure that we are informed about the event as soon as possible but in any event within seven (7) working days from discovery. You must also give notice in writing as soon as reasonably practicable. This notice should be given, with full particulars, to your broker or to Peter Philpott or Chris Bassett (whose details are given above); and/or if You are overseas, to the nearest Lloyd's Agent. Details of Your nearest Lloyd's Agent can be found online at:

<https://www.lloydsagency.com/agency>

You must then take the following steps:

1. Submit as soon as possible all written particulars, supporting documentation and correspondence regarding the event including invoices, statements or other documents evidencing the amount being claimed. For further information on this obligation, see "Documentation of Claims" below.
2. Take reasonable measures to avoid or minimise any loss, damage or expense. Insurers will pay the costs of such measures provided that they are both reasonable and necessary.
3. Properly preserve and exercise all rights against carriers, bailees or other third parties, specifically:
 - a. Do not release those parties from liability.
 - b. You must not admit, or promise payment to anyone without our written consent.
 - c. Deliver to the parties responsible a notice of intention to claim within 3 days of delivery.
 - d. Do not give clean receipts where the subject matter insured is in doubtful condition except under written protest.
 - e. If a consignment is delivered damaged or with subject matter insured missing mark the delivery note accordingly.
 - f. Where delivery is made by container, ensure that the seals are examined immediately by a responsible official.
 - g. If any package is delivered damaged, e.g. torn, wet damaged, note the delivery note accordingly and retain all packaging for subsequent inspection. If possible take photos of the damaged package(s) to assist with your claim.
 - h. If a container is delivered damaged or with seals broken or missing or with seals other than stated in the shipping documentation, mark the delivery note accordingly and retain the seals for subsequent identification.
 - i. Upon discovery of any loss or damage, apply immediately for surveys by the carriers or other bailees to be conducted within 3 days of delivery.
4. Inform the police as soon as possible after a theft has occurred.
5. In the event of a general average or salvage contribution arising under this policy, consult insurers or insurers' nominated settling agent before signing any general average or salvage bond.

Fraudulent Claims

If any claim is fraudulent or false or intentionally exaggerated (whether ultimately material or not) in any respect, insurers may refuse to pay the whole or part of the claim to the extent permitted by law, and also may be entitled to void or cancel the policy.

Documentation of claims

To enable claims to be dealt with promptly and to avoid prejudicing your claim under the policy, you are required to submit all available supporting documents to insurers or the nominated Lloyd's Agent and/or appointed Lloyd's Agent without delay, including when applicable:

1. Original certificate of insurance
2. Original or copy shipping invoices, together with shipping specification and/or weight notes, indicating quantity and value
3. Original bill of lading and/or other contract of carriage
4. Any survey report or other documentary evidence to show the extent of the loss or damage and/or landing account and weight notes at final destination
5. Correspondence exchanged with the carriers and other parties regarding their liability for the loss or damage

Beazley (Carriage of Own Goods) Goods In Transit Policy Wording September 2017



Underwritten by

