

Goods in Transit Policy Booklet



www.hertsinsurance.co.uk

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Section 1 - Introduction

About Your Insurance

Welcome to **your** Goods in Transit insurance policy.

This insurance is designed to protect **you** if the **goods** in **your vehicle** are damaged, lost or stolen while being transported and while they are being loaded into or unloaded from **your vehicle**.

It also includes public liability cover in the event that another person suffers death or injury or their property is damaged during the course of **your** business activities.

Cover applies within the United Kingdom, the Channel Islands and the Isle of Man.

Please take time to read the "Important Information" section of this Policy Document. It tells **you** about things **you** need to check, actions **you** need to take and things **you** need to tell **us** about once the insurance has started.

- This insurance was arranged by **your agent**, Herts Insurance Consultant, who is also the policy administrator. The contact details are:
Herts Insurance Consultant, 2 The Causeway, Bishops Stortford,
Hertfordshire. CM23 2EJ. Tel: 0344 381 6530
- The insurer (referred to as "**we**", "**us**" or "**our**" in this Policy Document) is Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited.
- Claims are handled by Summit Insurance Services Limited on behalf of the insurer.

This is an annual insurance policy. The **start date** of **your** policy and the **period of insurance** are shown on **your Policy Schedule**.

Some words and phrases in this Policy Document and in **your Policy Schedule** will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in **bold type**. They are all listed and explained in the "Definitions" section which can be found at the end of this Policy Document.

All insurance documents and all communication with **you** about this policy will be in English.

Please contact **your agent** if **you** need any documents to be made available in braille and/or large print and/or in audio format.

How To Make A Claim

To make a claim, call Summit Insurance Services Limited on 01788 566141. Lines are open between 9am and 5pm Monday to Friday. Alternatively, please send an email to admin@summitclaims.co.uk or write to Summit Insurance Services Limited, Suite 2, Bloxam Court, Corporation Street, Rugby, Warwickshire, CV21 2DU.

The Insurance Contract

This Policy Document and **your Policy Schedule** are **your** insurance documents and together they make up the contract between **you** and **us**. It is important that **you** read this Policy Document carefully along with **your Policy Schedule** so **you** can be sure of the cover provided and to check that it meets **your** needs.

This Policy Document and **your Policy Schedule** are issued to **you** by Herts Insurance Consultants in its capacity as **our agent** under contract B6839EW00520. In exchange for **you** paying the premium amount referenced in **your Policy Schedule**, **you** are insured in accordance with the terms & conditions contained in these documents (and any amendments made to them) for the duration of **your** policy.



Signed by Gerry Bucke
Authorised signatory of Herts Insurance Consultants

Section 2 - Important Information

It is important that:

- **You** check **your Policy Schedule** to ensure the details are correct and that the cover is as **you** requested;
- **You** check that **you** are eligible for this insurance (see "Eligibility" below);
- **You** notify **your agent** as soon as possible of any inaccuracies on **your Policy Schedule**, or if **you** are not eligible for the insurance;
- **You** are aware of **your** duty of fair presentation (see "Your Duty of Disclosure" below); and
- **You** comply with any duties detailed under each section of the Policy Document and under the insurance as a whole.

There are conditions which apply to the whole of this insurance and full details of these can be found in the "General Conditions" section on page 9 of this Policy Document.

There are also conditions which relate specifically to making a claim, and these can be found in the "Making a Claim" section on page 6 of this Policy Document. In these sections **you** will find conditions that **you** need to meet. If **you** do not meet these conditions, **we** may reject a claim payment or a claim payment could be reduced.

Eligibility for cover

It is a condition precedent to **our** liability under this insurance contract that the following matters are true and accurate:

- **Your vehicle** must be covered by a separate motor insurance policy issued by an insurance company authorised by the Financial Conduct Authority.
- **You** are a resident of the United Kingdom, Channel Islands or Isle of Man with a permanent address in **your** country of residence.
- **Your vehicle** is road legal and in a roadworthy condition with a valid MOT certificate where required by law.
- **You** hold a valid operator's licence for **your vehicle** where required by law.
- The gross vehicle weight of **your vehicle** does not exceed 7.5 tonnes.

If **you** do not meet the eligibility requirements above **we** will not provide any cover under this policy.

Please contact **your agent** as soon as possible if **you** are not eligible for this insurance or if **you** have any queries. Contact details are given on page 3 of this Policy Document.

Your Duty of Disclosure

Under the Insurance Act 2015, **you** have a duty to make a fair presentation of the risk to **us** before this policy starts, at each renewal of the policy, and when **you** make any amendment(s) to **your** cover.

If **you** breach **your** duty to make a fair presentation of the risk to **us**, then:

- where the breach was deliberate or reckless, **we** may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
 - **we** would not have agreed to provide cover under this policy on any terms, **we** may avoid this policy and refuse all claims, but will return any premiums paid;
 - **we** would have agreed to provide cover under this policy but on different terms (other than premium terms), **we** may require that this policy includes such different terms with effect from its commencement, and/or
 - **we** would have agreed to provide cover under this policy but would have charged a higher premium, **our** liability for any loss amount payable shall be limited to the proportion that the premium **we** charged bears to the higher premium **we** would have charged. For example if due to a breach of fair presentation **we** charged a premium of £159.00 but **we** should have charged £224.00, for a claim submitted and agreed at a settlement value of £10,000 **you** will only be paid £7,000.

What You Must Tell Us About After Your Insurance Starts

Transferring Your Policy if You Sell or Change Your Vehicle

If **you** sell or change **your vehicle**, **you** may transfer the remaining **period of insurance** to a replacement vehicle. **You** must notify **your agent** and if the change is acceptable to **us**, they will issue a new **Policy Schedule** confirming the details of the replacement vehicle. This may result in a change to the annual premium. Continuation of cover will only apply from the **start date** shown on **your new Policy Schedule**.

Section 3 - Making a Claim

Who to Contact

To make a claim call Summit Insurance Services Limited on 01788 566141. Lines are open between 9am and 5pm Monday to Friday (excluding bank holidays). Alternatively, please send an email to: admin@summitclaims.co.uk or write to: Summit Insurance Services Ltd, Suite 2, Bloxam Court, Corporation Street, Rugby, Warwickshire, CV21 2DU.

Calls may be recorded for training, compliance and fraud prevention purposes.

Things You Must Do

You must comply with the following conditions. If **you** fail to comply with these conditions and this affects the ability of the claims team to fully assess **your** claim or keep **our** losses to a minimum, **we** may not pay **your** claim or any payment could be reduced.

- All claims must be reported to the claims team as soon as possible and within 14 days of **you** becoming aware of the incident. **You** must complete a claim form (in full) and provide at **your** own expense, any information and assistance which the claims team may require in establishing the amount of any payment under **your** insurance.
- All claims for malicious damage or theft must be reported to the police without delay and within 24 hours of **you** becoming aware of the incident. **You** must provide the claims team with a crime reference number.

Other Insurance

If, at the time of a valid claim under this policy, there is another insurance policy in force which covers **you** for the same loss or expense, **we** may seek a recovery of some or all of **our** costs from the other insurer. **You** must give **us** any help or information **we** may need to assist **us** with **our** loss recoveries.

Fraudulent Claims or Misleading Information

We take a robust approach to fraud prevention in order to keep premium rates down so that **you** do not have to pay for other people's dishonesty. If any claim made by **you** or anyone acting on **your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **we** may:

- not pay **your** claim; and
- recover (from you) any payments **we** have already made in respect of that claim; and
- terminate **your** insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act.

If **your** insurance is terminated from the time of the fraudulent act, **we** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

Arbitration

If there is a disagreement over the amount of a claim payment, the matter will be referred to an arbitrator that **you** and **we** both agree to. If this happens, **you** cannot start legal proceedings against **us** until the arbitrator has made a decision.

Section 4 - What is Covered

We will provide cover for the damage to or loss or theft of the **goods** being carried in **your vehicle** during transportation. **We** will also provide cover while such **goods** are being loaded into or unloaded from **your vehicle**.

Cover applies within the United Kingdom, the Channel Islands and the Isle of Man.

In the event of a claim **we** will, at **our** discretion, either:

- Make a payment for the damaged, lost or stolen items;
- Replace the damaged, lost or stolen items; or
- Repair any items that are damaged.

The most **we** will pay in total for any number of claims during any one **period of insurance** is shown on **your Policy Schedule**.

We will also provide cover for the damage to or loss or theft of:

- Any **goods** which are despatched by **you** while they are being transported by parcel post or rail - up to £500 during any one **period of insurance**.
- Tarpaulin sheets and ropes being carried in or on **your vehicle** - up to £500 during any one **period of insurance**.
- **Personal property** being carried in or on **your vehicle** (excluding **money**) - up to £500 during any one **period of insurance**.

and for costs and expenses incurred:

- To transfer **your goods** to another vehicle following an incident covered by this insurance to allow the driver to continue to their destination or return to the place of despatch - up to £1,000 during any one **period of insurance**.
- To re-load **your vehicle** if any **goods** fall from it - up to £1,000 during any one **period of insurance**.
- For the removal of debris and any site clearance required following damage to **your goods** - up to £1,000 during any one **period of insurance**.
- For the breaking up or dismantling of **your goods** if this is necessary following an incident covered by this insurance - up to £1,000 during any one **period of insurance**.

Please pay special attention to the "General Conditions" section of this Policy Document which contains details of the conditions that must be met for cover to be valid.

Public Liability

We will provide cover for costs and expenses that **you** are legally liable to pay (other than claims which **you** are liable to pay under any form of compulsory road traffic legislation, such as the Road Traffic Act in the United Kingdom), if another person suffers death or injury or their property is damaged during the course of **your** business activities.

The most **we** will pay in total for any number of claims arising during any one **period of insurance** is £2,000,000.

We will provide cover for the following costs and expenses:

- The cost of any damages awarded to a claimant, including any interest which is payable.
- The claimant's legal fees if **you** are ordered to pay them.
- Costs and expenses incurred by **you** (with **our** written consent) in order to defend a claim.

Section 5 - General Conditions

The following conditions apply to the whole of this insurance. If **you** do not meet these conditions, **we** may reject a claim payment or a claim payment could be reduced.

- While **your vehicle** is **unattended**, all doors, windows and other openings must be closed and securely locked or fastened and any security equipment must be activated.
- While **your vehicle** is in transit and carrying **goods**, it must be kept under constant observation during the whole period of transit by a person authorised by **you**. That person must be in a position to prevent or deter another from interfering with **your vehicle** or **goods**.
- **You** must pay the first amount of each claim for the loss of or damage to **goods** being transported or loaded or unloaded. **Your excess** is shown on **your Policy Schedule**.

Section 6 - What is Not Covered

- Any benefit if **you** do not meet the eligibility requirements for this policy (as detailed in the "Important Information" section on page 5 of this Policy Document.)
- The amount of any **excess** that applies to **your** insurance.
- Any claim that **you** are liable to pay under any form of road traffic legislation (such as the Road Traffic Act in the United Kingdom).
- Any theft claim unless entry to **your vehicle** was gained by forcible or violent means.
- Any claim resulting from defective or inadequate packing, insulation or labelling.
- Any loss which is not directly associated with the incident that caused the claim. For example, loss of profit, loss of income or costs incurred as a result of the loss of use of **your vehicle**.
- **Money**, jewellery, watches, furs, cameras, radios, televisions, audio, visual equipment and accessories and other electronic equipment. (This exclusion does not apply to claims for **personal property** – other than **money** which is excluded under the **personal property** benefit).
- VAT where **you** are VAT registered or part VAT registered.
- Any claim resulting from **your** misuse or abuse of alcohol or drugs (including the intentional misuse or abuse of prescription drugs and being over the prescribed limit for alcohol in the event of a road traffic accident).
- Any claim resulting from illegal activities carried out by **you**.
- Any loss of value as a result of wear and tear, contamination, gradual deterioration or depreciation.
- Damage caused by or arising from mildew, moth, vermin, manufacturer's defect or mechanical or electrical breakdown (unless this was caused by external damage).
- Any claim arising from **your** own intentional act.
- Any public liability claim for death or bodily injury suffered by an employee. **You** should arrange a separate employers' liability insurance policy if **you** need this cover.

- Any public liability claim for property which belongs to **you** or is hired, leased, borrowed or rented by **you**.
- Any claim for public liability which is more specifically insured under another insurance policy.
- Any fines or penalties which **you** must pay in connection with a public liability claim.
- Any claim arising directly or indirectly from:
 - a) **War** or acts of **terrorism**.
 - b) **You** engaging in **active war**.
 - c) **Nuclear risks**.
- Damage resulting from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Section 7 - Cancellation of the Policy

Your Cancellation Rights

You can cancel **your** policy within 14 days of the policy **start date** or, if later, 14 days of the date **you** receive this Policy Document. **We** will refund any premiums **you** have paid as long as **you** have not made a claim and do not intend to make a claim.

You can also cancel **your** policy at any other time. If **you** have not made a claim and do not intend to make a claim, **you** will be entitled to a portion of **your** premium back for the number of days remaining on the unexpired **period of insurance**.

Please contact **your agent** if **you** wish to cancel **your** policy.

The Insurers' Cancellation Rights

We reserve the right to cancel this policy immediately if **you** commit fraud. If **we** cancel **your** policy **we** will do so in writing to the most recent address **we** have for **you**.

Your policy will end automatically if **you** do not pay any premium when it becomes due. If this happens, **you** will be contacted requesting payment within 14 days. If **we** do not receive payment within this period, **you** will be written to again notifying **you** that **your** policy will be cancelled.

Section 8 - Renewing your Policy

This is an annual insurance policy. For **your** convenience, **your agent** will automatically renew **your** insurance each year unless **you** tell them not to. They will contact **you** before **your** current **period of insurance** ends and tell **you** about any changes to the premium and/or the terms and conditions of cover. **You** will also be told if **we** are unable to renew **your** policy.

If **you** wish to renew **your** policy, **you** will be issued with a new **Policy Schedule** and Policy Document.

If any of **your** personal details have changed, please tell **your agent**.

Section 9 - How to make a Complaint

Our aim is to provide **you** with a high quality service at all times, although **we** do appreciate that there may be instances where **you** feel it is necessary to lodge a complaint.

If **you** do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

Please take special note that should **you** wish to direct **your** complaint directly to Lloyd's in the first instance, **you** may do so by using the contact information referenced in Step 2 below.

Step 1:

In the first instance, please direct it to **your agent**.

Customer Relations Department
Herts Insurance Consultants
2 The Causeway
Bishops Stortford
Hertfordshire
CM23 2EJ
Tel: 0344 381 6530

Step 2:

Should **you** remain dissatisfied with the outcome of **your** complaint from **your agent**, **your** legal rights are not affected and **you** may refer **your** complaint to Lloyd's. (see next page)

Lloyd's contact information is:

Complaints at Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Kent
ME4 4RN
Tel: +44 (0)20 7327 5693
Email: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedure are set out in a leaflet "How We Will Handle Your Complaint", which is available at the website address above. Alternatively, **you** may ask Lloyd's for a hard copy.

Step 3:

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to an alternative dispute resolution (ADR) body.

If **you** live in the United Kingdom or the Isle of Man, the contact information is:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 0800 0234 567 (calls to this number are free on mobile phones and landlines).
Tel: 0300 1239 123 (calls to this number cost no more than calls to 01 and 02 numbers).
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

If **you** live in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman
PO Box 114
Jersey, Channel Islands
JE4 9QG

Jersey +44 (0)1534 748610
Guernsey +44 (0)1481 722218
International +44 1534 748610
Facsimile +44 1534 747629
Email enquiries@ci-fo.org
Website www.ci-fo.org

Alternatively, if **you** live in the UK, please note that **you** can, if **you** wish, also submit **your** complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the European Union (EU), who have bought **goods** or services online, get their complaint resolved. **You** can access the ODR Platform by clicking on the following link: <http://ec.europa.eu/consumers/odr/>

This does not affect **your** right to submit **your** complaint following the process above. Please note that under current rules, the European Commission will ultimately redirect **your** complaint to the relevant ADR body detailed above.

Section 10 - Legal, Regulatory & Other Information

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** obligation to **you** under this contract. Further information can be obtained from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.fscs.org.uk

Data Protection

Any information provided to **us** by **you** or regarding **you** will be processed by **us** in compliance with the provisions of the Data Protection Act 1998 for the purpose of providing insurance and handling claims. This may necessitate providing the information to third parties.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes. Subject to the provisions of the Data Protection Act 1998, **you** are entitled to receive a copy of the information **we** hold about **you**. **You** may be charged a fee for this. Such requests should be made to:

The Data Protection Officer
Canopus Managing Agents Limited
Gallery 9
One Lime Street
London
EC3M 7HA

Any information **you** give **us** will be used by **us** and **we** may also share this information with other group companies. To prevent fraud, insurers sometimes share information. Details about **your** insurance application and any claim **you** make may be exchanged between insurers.

For more information on the Data Protection Act **you** may also write to the Office of the Information Commissioner at:

Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
Tel No: 0303 123 1113 or 01625 54 57 45
Email: casework@ico.org.uk

Rights of Third Parties

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 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.

For **your** information, the Contracts (Rights of Third Parties) Act 1999 allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him to or if the contract confers a benefit upon him. However the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see www.legislation.gov.uk or contact the Citizens Advice Bureau.

Law and Jurisdiction

This policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

The Insurers

This insurance is underwritten by Lloyd's Syndicate 4444, which is managed by Canopius Managing Agents Limited. Registered Office: Canopius Managing Agents Limited, Gallery 9, One Lime Street, London, EC3M 7HA. Registered in England no. 01514453.

Regulatory Details

Canopius Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference: 204847.

Your agent, Herts Insurance Consultants, is authorised and regulated by the Financial Conduct Authority. Firm Reference: 309073.

Section 11 - Definitions

Whenever the following words or expressions appear in bold in this Policy Document, they have the meaning given below.

"Active war" - **Your** active participation in a **war** where **you** are deemed under English Law to be under instruction from or employed by the armed forces of any country.

"Agent" - The company who arranged this insurance on **your** behalf. This is Herts Insurance Consultants.

"Excess" - The first amount that **you** must pay in the event of a claim.

"Goods" - Items which are transported in **your vehicle** as part of **your** trading activities, including **your** own business supplies and items being carried for other people.

"Money" - Cash, bank notes, currency notes, cheques, bullion, bankers' drafts, postal orders, money orders, current postage stamps and revenue stamps, National Savings stamps and certificates, pre-paid phone cards, securities, holiday saving stamps, luncheon vouchers, credit or debit cards, company sales vouchers, purchase invoices, prize bonds, bills of exchange, giros, gift cards or tokens, trading stamps, unused units in franking machines and consumer redemption vouchers.

"Nuclear risks" - Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

"Period of insurance" - The period stated in **your Policy Schedule**. This policy is annually renewable.

"Personal Property" - Items which are generally carried or worn by **you** that are owned by **you** or which are **your** responsibility (excluding **money**).

"Policy Schedule" - The document that names **you** or **your** business as the policyholder and sets out what this policy covers **you** for. **We** will replace **your Policy Schedule** whenever **you** make any changes to the policy.

"Start date" - The date the insurance cover commences as shown on **your Policy Schedule**.

"Terrorism" - An act including, but not limited to, the use or threat of force and/or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

"Unattended" - Where **you** are not in a position to observe **your vehicle** or in a position to prevent or deter an attempt by any person to interfere with **your vehicle** or **goods**.

"War" - Means:

- (a) **War**, invasion, acts of foreign enemies, hostilities (whether **war** be declared or not), civil **war**, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power, or
- (b) Any act of **terrorism**, or
- (c) Any act of **war** or **terrorism** involving the use of, or release of, a threat to use any nuclear weapon or device or chemical or biological agent.

"We, us, our" - Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited.

"You, your" - The individual or company specified on the **Policy Schedule** who/which has applied for this insurance and paid the appropriate premium.

"Your vehicle" - The vehicle specified in the **Policy Schedule**.



[hertsinsurance.co.uk](https://www.hertsinsurance.co.uk)

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Authorised and Regulated by the Financial Conduct Authority