



TRINITY
LANE

Goods in Transit

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 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, Adrian Flux Insurance Services, who is also the policy administrator. The contact details are: Adrian Flux Insurance Services, East Winch Hall, East Winch, King's Lynn, Norfolk. PE32 1HN. Tel: 0344 381 6502

Claims are handled by Hadleigh Claims Management on behalf of the insurer.

This Insurance is underwritten by Trinity Lane Insurance Company Limited. We are authorised and regulated by the Gibraltar Financial Services Commission to carry on general insurance business and are authorised to provide general insurance business in the UK. Trinity Lane Insurance Company Limited is registered in Gibraltar.

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. 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.

How To Make A Claim

To make a claim, call Hadleigh Claims Management immediately on 01279 940448.

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 Adrian Flux Insurance Services in its capacity as our agent. 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.

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 For Cover” 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 6 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 4 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 unable to meet the eligibility requirements, or if you have any queries. Contact details are given on page 2 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.

MAKING A CLAIM

Who to Contact

To make a claim call Hadleigh Claims Management on 01279 940448.

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.

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.

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.

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 3 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.
- 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.

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.

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.

CUSTOMER CARE

About our service

We, Trinity Lane Insurance Company Limited, are authorised by the Gibraltar Financial Services Commission to provide general insurance.

We want to provide you with a high-quality service at all times. If you want to make a complaint about your insurance, or us, please contact the insurance broker who arranged the insurance for you.

If you are still not satisfied after contacting your broker, you should write to:

General Manager
Trinity Lane Insurance Company Limited
First Floor
Grand Ocean Plaza
Ocean Village
Gibraltar.
Phone: 00350 200 74570

When you do this, please quote your policy number shown on your schedule of insurance document as it will help us deal with your complaint quickly.

If we cannot settle the complaint to your satisfaction, you can contact:

The Financial Ombudsman Service
Customer Contact Division
Exchange Tower
E14 9SR.
Phone: 0800 023 4 567
Email: complaint.info@financial-ombudsman.org.uk

We are bound by the Financial Ombudsman's decision, but you are not. Following the complaints procedure does not affect your right to take legal action.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

The Insurer is covered by the FSCS. You may be entitled to compensation from the scheme if the Insurer cannot complete Their obligations. This depends on the type of business and the circumstances of the claim. For claims against insurers 90% of the claim is covered with no upper limit.

Further information about the compensation scheme is available from www.fscs.org.uk or by phoning 0800 678 1100 or 0207 741 4100.

PRIVACY STATEMENT

We are committed to protecting the privacy of your personal data in accordance with current data protection legislation, in particular the General Data Protection Regulation (GDPR). As joint data controllers of your data we operate in cooperation with your insurance broker. Any data protection queries or concerns should be directed in the first instance to your broker.

Your Data

Data provided to your broker will be shared with us on the basis of contractual requirement, namely for the purposes of providing insurance cover and for claims handling. Your data may be shared with other companies such as affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

We will not use your data for any marketing purposes.

We may disclose your personal data to destinations outside the European Economic Area ("EEA"). Where we transfer your personal data outside of the EEA, we will ensure that it is treated securely and in accordance with the Legislation.

Data Retention

In accordance with our legal requirements we will retain your data for a period of at least six years after your policy has lapsed. In certain circumstances we may be required to retain your data for a period exceeding six years for the purpose of claims handling.

Your Rights

Under the General Data Protection Regulation (GDPR) you have the right to access or obtain copies of the personal information held about you by us.

A response to your request will be provided to you within one month of us receiving a valid request. If you wish to exercise this right against our partners you will need to write to them directly. In accordance with the GDPR, we will not charge for this information in most cases.

You have the right to request that we correct any inaccuracies in the personal information held about you. Please contact your broker if your personal information needs updating.

You have a right to submit a complaint to the Information Commissioner if you believe we have not complied with our obligations under the GDPR.

<https://ico.org.uk/global/contact-us/>

You have the right to have your data transmitted directly to another data controller where technically feasible.

You have the right to restrict data processing, where this does not conflict with our contractual obligations, where;

- You contest the accuracy of the personal data we hold
- The processing is unlawful and you oppose the erasure of your data
- We no longer need the data for processing, but the data is required by you for the establishment, exercise or defence of legal claims
- You have objected to the processing of your data pending the verification of whether the legitimate grounds for processing override your objection

You have the right to object to the automated processing of your data including, but not limited to, profiling. This excludes where the processing is necessary for entering into a contract, or the performance of our contractual obligations.

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

Unless specifically agreed to the contrary, 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.

DEFINITIONS

Whenever the following words or expressions appear 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 Adrian Flux Insurance Services.

“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" - Trinity Lane Insurance Company 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.



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