

Goods in Transit Summary of Cover

This is a summary of the policy and does not contain the full terms and conditions of the cover, which can be found in the policy document. It is important that you read the policy document carefully when you receive it.

Name of the Insurer

The insurer of the policy is Aviva Insurance Limited.

Type of insurance and cover

This policy is designed to meet the legal liability insurance needs of hauliers, warehouse keepers, couriers, and freight forwarders for loss or damage to customers' goods, in accordance with the conditions of contract, carriage or trading specified in the policy schedule.

Key covers, features and exceptions

This summary provides an overview of the key covers, features and exceptions available within the policy. If you have selected any of these covers they will be itemised in your schedule and full cover details will be set out in your policy booklet.

Covers, Features & Benefits	Exceptions & Limitations
<p>Legal Liability</p> <p>Legal liability for loss or damage to customers' goods for which you are responsible in accordance with the conditions of contract, carriage or trading specified in the policy schedule. If your conditions of contract, carriage or trading are set aside by an unappealable order of the court we will indemnify you at common law up to a limit any one occurrence of £500,000</p> <p>Loss or damage to Containers not your property – limit £50,000</p> <p>Financial loss arising solely from:</p> <ul style="list-style-type: none"> a) Physical loss or damage to customers' goods b) Delay c) Accidental mis-delivery. You must contract to carry goods on terms that either exclude financial loss or limit financial loss to the carriage charge for the goods <p>Limit £250,000 any one occurrence</p> <ul style="list-style-type: none"> d) Legal costs incurred with our consent in defending any claim made against you under the policy – unlimited indemnity <p>Special Condition – Theft Attractive Goods</p> <p>The maximum liability arising from theft or attempted theft or attempted theft of theft attractive goods when carried by You is limited to a maximum amount of £50,000 or any lesser amount specified in The Schedule.</p> <p>Theft Attractive Goods defined as:</p> <ul style="list-style-type: none"> • Wines &/or spirits including but not limited to champagne • Cigars, cigarettes and tobacco excluding raw leaf tobacco • Non-ferrous metals in raw scrap bar or ingot or similar form • Furs and ready made garments • Mobile phones &/or similar &/or associated goods • Precious stones &/or metals or articles made of or containing precious stones or metals • Audio visual equipment • Computer equipment, software and accessories • Photographic equipment, software and accessories 	<p>Please refer to page 12 of the policy booklet</p> <ol style="list-style-type: none"> 1) The first part of any claim (your excess). 2) Loss or damage caused by depreciation or deterioration or variation in temperature unless caused by an accident to the vehicle 3) Mechanical or electrical derangement of the goods unless caused by external means 4) Loss or damage caused by <ul style="list-style-type: none"> • Defective or inadequate packing, insulation or labelling • Shortage in weight • Abandonment of the goods • Vermin, wear, tear or gradual deterioration • Contamination 5) Loss or damage to living creatures, Commercial / Domestic Removals unless specifically mentioned in the schedule (Livestock), bullion, cash, bank notes, stamps, prepaid phone cards, bonds, treasury notes, securities or explosives, fine arts, specie and negotiable instruments, Carriage of Luggage / Baggage, Explosives, Carriage of human or animal blood, tissue, pathology samples and the like. 6) Your liability under Articles 21, 24 or 26 of the CMR Convention 7) Loss or damage to household or industrial goods during removal 8) Loss arising from confiscation, expropriation, requisition, embargo, nationalisation, destruction or damage by any Government or Government Agency, or inadequate or inaccurate documentation 9) Late delivery or delay when a delivery time and/or date is contractually agreed by you 10) Loss, damage or expenses directly or indirectly caused by <ul style="list-style-type: none"> • Radioactive contamination • Any chemical or biological weapons 11) Loss or damage caused by pressure waves 12) <ol style="list-style-type: none"> a. War b. Terrorism

<p>This shall not attach when such goods are carried by you</p> <ul style="list-style-type: none"> a) unwittingly in sealed containers or b) unwittingly as part of a groupage load 	
<p>Extensions to Cover – Only applicable if specified in the Schedule</p> <p>1) Temperature Controlled Goods Loss or damage to temperature controlled goods caused by any variation in temperature</p> <p>2) Errors and Omissions Committed by You</p> <p>Any claim made against you during the period of insurance for breach of duty by reason of negligent acts, errors or omissions arising out of incorrect instructions, faulty arrangements or clerical errors committed by principals and/or directors and/or clerical and/or office staff or their predecessors in conduct of any business conducted by you.</p> <p>Limit of indemnity £250,000 any one occurrence and in full in any one period of insurance.</p>	<p>Please refer to page 16 of the policy booklet</p> <p>1) Temperature Controlled Goods</p> <ul style="list-style-type: none"> a) You must instruct employees in the operation of refrigeration equipment b) Obtain written notification from <ul style="list-style-type: none"> (i) Consignors of the temperature goods are to be carried at and (ii) Consignees before unloading of the temperature on delivery c) Refrigeration to be serviced in accordance with manufacturers recommendations d) You keep the refrigeration log book up to date e) You ensure refrigeration machinery is operational prior to loading and set at the correct temperature <p>2) Errors and Omissions</p> <ul style="list-style-type: none"> a) Default, fraudulent criminal or malicious act or omission by you or your predecessors b) Any liability as principal for the charter of any vessel or aircraft c) Your insolvency/bankruptcy and/or cessation of trading d) Your inability to pay or collect amounts e) Your failure to comply with instructions to effect insurance f) Claims made by HM. Government for duty or V.A.T. g) Consequential financial loss other than contractually incurred in accordance with the conditions of contract, carriage or trading specified in the policy schedule
<p>Additional Benefits</p> <p>1) Own Goods</p> <ul style="list-style-type: none"> a) Loss or damage to your own sheets and ropes – unlimited indemnity b) Loss or damage to your property in connection with your business <p>Limit £10,000 any one occurrence</p> <p>2) Debris removal Reasonable costs and expenses incurred in debris removal and transhipment of goods</p> <p>3) Personal Effects Personal effects of your drivers. Limit £250 any one occurrence</p> <p>4) Temporary Storage Goods temporarily stored in the course of transit</p> <p>5) Carriage by Subcontractors Goods in the custody or control of your sub-contractors</p>	<p>Please refer to Page 14 of the policy booklet</p> <p>1) b. Own Goods Your own motor vehicles, trailers or containers</p> <p>3) Personal Effects Cash, credit cards, watches, jewellery, audio/visual equipment and/or mobile phones.</p> <p>4) Temporary Storage Storage undertaken for a fee or subject to a contract for storage and distribution.</p> <p>5) Carriage by sub-contractors You must ensure that all sub-contractors maintain insurance on the same basis as provided for in your policy</p>

<p>6) Substitution of vehicles Where vehicles individually specified in the Schedule temporary substitution of specified vehicles for maintenance, repair or testing</p> <p>7) Unwitting CMR Unwitting UK CMR liability up to a limit any one occurrence of £250,000</p> <p>8) Trailer Curtains Loss or damage to trailer curtains up to a limit of £200 any one occurrence and £500 any one period of insurance.</p>	<p>6) Substitution of Vehicles For permanent substitution of a specified vehicle, we must be advised in writing within 21 days of substitution</p> <p>7) Trailer Curtains Loss or damage to trailer curtains must be accompanied by loss or damage to the goods</p>
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Duration of Policy

The Policy will remain in force for 3 months from the date of commencement, or as otherwise shown on your Policy Schedule.

Right of cancellation

We (or any agent we appoint and who acts with our specific authority) may cancel this Policy by sending thirty days notice to your last known address. You will be entitled to a refund of premium paid, subject to a deduction for the time for which you have been covered.

If you do not pay the premium (or any part of the premium under the payment option you have chosen) by the due date. We may cancel this policy with effect from the end of the last period for which a payment has been made.

How to claim

If you need to make a claim please contact your insurance adviser or the Marine Claims Dept at:
PCL Claims Ltd, Cox House, 47 The Terrace, Gravesend, Kent. DA12 2DL. Telephone Number – 01474 327942
Fax Number – 01474 532596 Email – info@pclclaims.co.uk

Our service to you

Policyfast Limited take pride in providing a first class service to all Our Policyholders, however occasionally an enquiry or a complaint may arise, often as a result of misunderstanding, 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, You should firstly contact the Broker/Agent who arranged the insurance for You.

If they are unable to resolve the problem, please contact:

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

If You are not satisfied with the way Your complaint has been dealt with, You may write to the insurer at the following address:

Aviva Insurance Limited
2/10 Albert Square
Manchester
M60 8AD

If after following the above procedure, Your complaint has not been resolved to Your satisfaction, You may have the right to refer the matter to the Financial Ombudsman Service at the following address.

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Financial Services Compensation Scheme

We are members of the Financial Services Compensation scheme. You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstance of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk or write to Financial Services Compensation Scheme, 7th floor Lloyd Chambers, Portsoken Street, London E1 8BN.