

Motor Trade Goods in Transit

Summary of Cover



THIS POLICY SUMMARY DOES NOT CONTAIN THE FULL TERMS AND CONDITIONS APPLICABLE TO YOUR INSURANCE. WHICH ARE CONTAINED IN YOUR POLICY **AND SHOULD BE READ CAREFULLY.**



WHAT IS COVERED



WHAT IS NOT COVERED

SCOPE OF COVER

We will pay You for

- Liability under the **CMR** Convention at 8.33 Special Drawing Rights per kilo for **Goods** carried to or from the following countries:
 Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia and Montenegro, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and The Vatican City
- Goods** for which **You** have accepted a contractual liability for **Full Responsibility** (All Risks) for physical loss or damage whilst in **Your** custody or control for **Transit**
- Contingent Liability cover for **Goods** in the custody or control of Sub-Contractors but the benefit of this insurance shall not pass to any Sub-Contractor
- Cabotage – Liability as under Cover 'b' if **You** carry **Goods** within the individual borders of those countries shown in Cover 'a'. However, **Our** maximum liability to **You** in respect of any such loss shall be limited to £50,000 or the **Vehicles** Load Limit, whichever is the lesser.

NOTE: If **You** fail to incorporate **Your** contractual liability shown in a, b, c, d or e above **We** will, in the first instance, attempt to settle **Your** claim with **Your** customer as if those liabilities had been incorporated.

We will not pay for the first amount of any such claim shown as the **Excess** within the **Schedule** of insurance

We will not pay under this **Policy** any sum exceeding £250,000 for any one single event including any extensions, clauses, endorsements or extra covers.

We will not pay any loss exceeding £15,000 for the theft of any **Theft Attractive Goods** whilst left **Unattended** in the care, custody or control of **You** or **Your Subcontractors** between the hours of 20:00 and 06:00 unless the **vehicle** is

- Kept in a bona-fide permanently attended and secure lorry park or
- A securely locked building or compound of substantial construction

Unless the **You** or **Your** driver is taking a natural/meal break at a bona-fide service station providing **You**/he/she remains on the same premises as the **vehicle**.

Theft Attractive Goods (See *General Definitions on page 6*) would be deemed as

- Bottled wines and spirits;
- Cigars, cigarettes and tobacco but excluding raw leaf tobacco;
- Non-ferrous metals in raw scrap bar ingot or similar form;
- Furs, skins, clothing and ready-made garments, footwear, fashion accessories;
- Mobile phones and similar or associated Goods and accessories;
- Audio/Visual equipment;
- Computer equipment or associated Goods, software and accessories
- Photographic equipment and accessories;
- Perfumes and scents.

We will not pay under this Policy any claim for physical loss or damage to temperature-controlled Goods caused by any variation in temperature.



The following conditions must be obeyed. They are conditions that are precedent to Our liability to accept a claim under this Policy:

No cover shall apply to theft, attempted theft or malicious damage whenever **Your** vehicle is left unattended unless it is kept in a locked building of substantial construction or in a locked compound surrounded by secure walls and/or fences except for comfort breaks taken for no longer than 90 minutes on the same premises as the vehicle. **It is agreed that being asleep in the cab is deemed to be attended**

You must, at **Your** own expense, take all reasonable care to prevent the Goods from suffering loss or damage when they are in **Your** custody or control.

You must instruct **Your** drivers, in writing, that they must ensure that all Goods on board Your Vehicles are secured properly to prevent movement in Transit.

You must take all reasonable measures to ensure that **Your** Vehicles are suitable for all the types of Goods **You** carry.

You must instruct **Your** drivers, in writing, that they must lock their Vehicles and close all windows and openings whenever they are outside their Vehicles for whatever reason. We accept that Curtain-siders and Tautliners may not be locked but must always be fully closed from external view.

You must instruct **Your** drivers, in writing, that they must keep all the keys to **Your** Vehicles and the vehicles being carried, on their persons at all times when they are outside the Carrying Vehicle.

You must instruct **Your** drivers, in writing, that they must not deliver Goods to persons unless they have satisfied themselves that they are the persons appointed by the Consignee to receive those Goods.

This policy is calculated on the total number of vehicles that you have for Your Business. This number should be declared in full, whether the vehicles are used or not. The numbers that have been declared to **Us** are displayed on the policy schedule as 'Number of Vehicles'. Failure to provide Us with the correct number of vehicles will be treated as reckless misrepresentation and will invalidate the policy. If **You** are unsure about how this number should be calculated or **You** think the number is incorrect **You** should contact Novas Insurance.

Goods in Transit - Extensions

The following extensions are subject otherwise to the terms, exceptions, conditions and exclusions of this Policy, and to the payment of such additional premium as may be required by **Us**.



WHAT IS COVERED



WHAT IS NOT COVERED

1. ERRORS AND OMISSIONS

We will insure You under **Your** Conditions of Contract, Carriage or Trading as specified in the **Schedule** against any claim or claims which may be made against **You** during the Period of insurance for breach of duty by reason of negligent act, error or omission arising out of incorrect instructions, faulty arrangements or clerical errors committed by principals and/or directors and/or clerical and/ or office staff or their predecessors in the conduct of any **Business** conducted by **You** or on **Your** behalf or by **Your** predecessors in **Business**.

Provided that the amount payable by this extension shall not exceed £50,000 in respect of **any one Event** during any one Period of Insurance.

We will not pay for the first amount of any such claim shown as the **Excess** within the **Schedule** of insurance

We will not pay under this extension any claims

- a) Brought about or contributed to by default, fraudulent, criminal or malicious act or omission by **You** or **Your** predecessors in **Business** or any person at any time **Employed** by **You** or **Your** predecessors in **Business**;
- b) For any liability as principal for the charter of the whole or part of any vessel or aircraft;
- c) Resulting from **Your** insolvency, bankruptcy or cessation of trading;
- d) Resulting from **Your** inability to pay or collect monies;
- e) Resulting from **Your** failure to comply with instructions to affect insurance;
- f) Made by H.M. Government for payment of duty or V.A.T
- g) For any consequential financial loss other than for contractual liability incurred in accordance with the Conditions of contract, Carriage or Trading specified in the **Schedule**.

2. LEGAL COSTS

We will insure You

- a) against Legal costs and expenses incurred with **Our** written consent and
- b) costs and expenses of claimants for which **You** are legally liable

In respect of any claim sustained against You for loss or damage to the Goods.

We will not pay for the first amount of any such claim shown as the **Excess** within the **Schedule** of insurance



3. OWN GOODS

We will insure You For loss or damage to the following **Goods** belonging to **You** or for which **You** are legally responsible, but excluding wear and tear, whilst carried on any **Vehicle** described in the **Schedule**:

- a) Ropes, sheets, tarpaulin, trailer curtains, webbing straps, packing materials and similar items or
- b) Any other **Goods** (but not containers, demountable, accoutrements to any **Vehicles** or personal effects) up to a maximum of £500 **Any One Event** and
- c) Parcel despatch hand scanners whilst left **Unattended** and securely locked within **Your vehicle** or whilst on the driver's person for accidental damage and theft up to a maximum limit of £1,000.

We will not pay for the first £50 of any claim under this section

We will not pay any claim under this section resulting from theft unless as a result of forcible and/or violent entry and/or personal assault

We will not pay for

- a) Damage caused by or attributable to wear and tear
- b) Mechanical, electrical or electronic breakdown, failure or derangement
- c) Damage to or theft of mobile telephones

4. EXPENSES

We will insure You for expenses reasonably incurred by You in respect of:

- a) Removal of debris and site clearance of the **Goods** damage whilst in **Transit** from the immediate area of the place where the damage occurred, including disposal costs;
- b) Transferring **Goods** to another **Vehicle** following fire, collision, overturning or impact of the conveying **Vehicle**, including the carriage of the **Goods** to its original destination or to the place of collection, including reasonable cost of demurrage;
- c) Reloading onto the **Vehicle** any **Goods** which have fallen from it;
- d) Re-securing of the **Goods** where there is dangerous movement of the load in **Transit**.

We will not pay for the first amount of any such claim shown as the **Excess** within the **Schedule** of insurance

5. CONSEQUENTIAL OR INDIRECT LOSS

We will insure You for financial loss suffered by **Your** customer (*other than injury to any person*) for which **You** are legally liable following

- a) Loss of or damage to Goods for which the Policy otherwise becomes liable
- b) Delay
- c) Mis-delivery

The maximum amount We will pay You under this section is £50,000 **Any One Event**

We will not pay for the first amount of any such claim shown as the **Excess** within the **Schedule** of insurance

We will not pay failure to meet an agreed delivery time or date

We will not pay for any claim under this section unless **Your** contract for the carriage either specifically excludes such liability or limits **Your** liability to the amount not more than twice **Your** carriage charges for the **Consignment**

We will not pay for any amount under this section that exceeds £50,000 **Any One Event**



6. COMMON LAW CONTINGENCY COVER

We will insure You for **Your** legal liability at common law up to a maximum of £100,000 **any one Event** should **Your** conditions of contract be set aside by an order of the court

We will not pay for the first amount of any such claim shown as the **Excess** within the **Schedule** of insurance

7. SUBCONTRACTORS' CONTINGENCY COVER

We will insure You If **You** subcontract the carriage of **Goods** to another haulage contractor BUT **You** must ensure that any such **Subcontractor** carries those **Goods** under **Your** conditions of carriage and is insured to the extent of that liability. Before entrusting the **Goods** to any **Subcontractor**, **You** must also satisfy **Yourself** as to their honesty and ability to do the work.

If **Your Subcontractor**, or their insurers, fails to pay any claim for which **Your Subcontractor** is legally liable, We will indemnify **You** to the extent of **Your** legal liability as if **You** were the actual carrier.

We will not pay for the first amount of any such claim shown as the **Excess** within the **Schedule** of insurance

We will not pay for loss or damage to **Goods** which occurs when the **Goods** are in the custody of any **Subcontractor** unless **You** immediately pass the responsibility for the loss or damage to that **Subcontractor**. **Your Subcontractor**, nor his insurers, has any benefit of this insurance.

8. UNWITTING CMR

We will insure You against legal liability for loss, damage or delay to **Goods** under **CMR** unwittingly incurred by **You** within England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands or the Republic of Ireland, subject to a maximum limit of £250,000 **any one Event**

We will not pay for the first amount of any such claim shown as the **Excess** within the **Schedule** of insurance

9. GENERAL AVERAGE (FREIGHT PORTION ONLY)

We will insure You In the event of **General Average** attaching to **You** whilst **Your Vehicle** is on a vessel. when a **General Average** sacrifice is made **We** will pay for the amount that **Your** freight charges for the carriage bear to the whole value of the marine adventure saved by that sacrifice.

10. RECOVERY OF YOUR EXCESS FROM SUBCONTRACTED FREIGHT TRANSITS

We will insure You for **Goods** that are lost or damaged whilst under the custody and control of one of **Your Subcontractors**. **We** will make reasonable efforts to secure monies to the value of **Your Excess** when **We** are either subrogating back from or claiming from the **Subcontractor** involved.



11. COMMERCIAL CONSIDERATION

We will insure You in those circumstances where, for commercial considerations, **You** wish to accept a wider liability than that contained in the conditions of carriage covered by this insurance

We will not pay for the first amount of any such claim shown as the **Excess** within the **Schedule** of insurance

We will not pay for any liability arising under statute or legal convention.

We will not pay for any amount under this section that exceeds £1,000 **Any One Event** and in any one year

We will not pay for any claim under this extension if the existence of this cover is revealed to any customer of **Yours** either prior to or after the Event which could give rise to a claim

Cancellation of the Policy

CANCELLATION BY YOU

You have a right to cancel this insurance at any time by writing to the broker through whom this insurance was arranged. This insurance has a cooling off period of fourteen (14) days from either:

- a) the date **You** receives this insurance documentation; or
- b) the start of the Period of Insurance,

whichever is the later.

If this insurance is cancelled by **You** then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis but subject to an administration charge of £15.00. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

If **We** have paid any claim, in whole or in part, then no refund of premium will be allowed.

If **We** become aware of a claim that was unreported by **You** and the annual premium remains unpaid we reserve the right to deduct any outstanding premium from the amount **We** settle to you or any third party for such claim

CANCELLATION BY US

We may cancel this **Policy** by giving **You** 30 days' notice. **We** will only do this for a valid reason. Examples of valid reasons are as follows:

- i) non-payment of premium; or
- ii) a change in risk occurring which means that **We** can no longer provide the **You** with insurance cover; or
- iii) non-cooperation by **You** or failure by **You** to supply any information or documentation requested by **Us**; or
- iv) a petition is presented for the administration or winding up of the **The Business**; a winding up order is made; a receiver is appointed over any of its assets; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction or
- v) threatening or abusive behaviour or the use of threatening or abusive language

If this insurance is cancelled by **Us** then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis but subject to an administration charge of £15.00. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

If **We** have paid any claim, in whole or in part, then no refund of premium will be allowed.

If **We** become aware of a claim that was unreported by **You** and the annual premium remains unpaid we reserve the right to deduct any outstanding premium from the amount **We** settle to you or any third party for such claim

Complaints

HOW TO MAKE A COMPLAINT

We are dedicated to providing a high quality service and want to maintain this at all times. If **you** are not happy with **our** service, please contact **us**, quoting the Policy details, so **We** can deal with the complaint as soon as possible. Please contact:

Chubb Customer Relations

**PO Box 4510
Dunstable
LU6 9QA**

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

You may be able to approach the Financial Ombudsman Service for assistance if **You** are unhappy with **our** final response to **your** complaint or if **your** complaint remains unresolved eight weeks from the date of making the complaint. Any approach to the Financial Ombudsman Service must be made within 6 months of **our** final response to **you**.

Their contact details are given below. A leaflet explaining the procedure is available on request.

**The Financial Ombudsman Service,
Harbour Exchange Square
Exchange Tower,
London
E14 9SR**

Telephone: **0800 023 4567** (*calls to this number are free from "fixed lines" in the UK*)
0300 123 9123 (*calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK*)

Fax: 0207 9641001
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Following this complaints procedure does not affect your legal rights relating to this Policy.

EUROPEAN ONLINE DISPUTE RESOLUTION PLATFORM

If **You** arranged **Your** Policy with **Us** online or through other electronic means, and have been unable to contact **Us** either directly or through the Financial Ombudsman Service, **You** may wish to register **Your** complaint through the European Online Dispute Resolution platform: <http://ec.europa.eu/consumers/odr/>. **Your** complaint will then be re-directed to the Financial Ombudsman Service and to **Us** to resolve. There may be a short delay before **We** receive it.

French Prudential Supervision and Resolution Authority

Chubb European Group SE (CEG) is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. CEG has fully paid share capital of €896,176,662.

UK business address: 100 Leadenhall Street, London EC3A 3BP. Authorised and supervised by the French Prudential Supervision and Resolution Authority (4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09) and authorised and subject to limited regulation by the Financial Conduct Authority (FS Register number 820988). Details about the extent of our regulation by the Financial Conduct Authority are available from us on request.



How to Make a Claim

NOTIFICATION OF CLAIMS

As soon as **You** are aware of a claim or circumstances or event which could give rise to a claim under **Your Policy**, please notify **Us** by phone, email or post at:

EMERGENCY CLAIMS CONTACT NUMBERS

During office hours:

Novas Insurance
Claims Team
Trymlee
Portbury
Bristol
BS20 7TN

Tel: 0333 305 226
Email: claims@novasinsurance.com

Outside office hours

Collyers TMA Ltd
38A Main Street
Garforth
Leeds
LS25 1AA

Tel: +44 (0) 113 287 1990
Fax: +44 (0) 113 287 1888

Please state you are insured with Chubb European Group SE, and provide your policy number

Financial Services Compensation scheme

In the unlikely event that We are unable to meet Our liabilities, You may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Its contact details are:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY

Phone: 0800 678 1100 or 0207 741 4100
Website: www.fscs.org.uk





Novas Insurance Services
Trymlee,
Station Road,
Portbury,
Bristol, BS20 7TN

☎ 0333 305 2226

✉ info@novasinsurance.com

[novasinsurance.com](https://www.novasinsurance.com)

