

DOA Tools & Own Goods In Transit

POLICY

This policy is a contract between **You** and **Us**.

This policy and any Schedule and/or endorsements should be read as if they are one document.

Our acceptance of this risk is based on the information presented to **Us** being a fair presentation of **Your** business including any unusual or special circumstances which increase the risk and any particular concerns which have led **You** to seek insurance.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

We will provide the insurance described in this policy (subject to the terms set out herein) for the Period of Insurance shown in the Policy Schedule and any subsequent period for which **You** shall pay and **We** shall agree to accept the premium.

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Statement of Fact

IMPORTANT NOTICE CONCERNING **YOUR** DUTY TO MAKE A FAIR PRESENTATION OF THE RISK

Before this insurance policy takes effect **You** have a duty to make a fair presentation of the risks to be insured. A fair presentation of the risk is one:

- which:
 - discloses to RSA every material circumstance which **You** know of or ought to know of; or
 - gives RSA sufficient information to put RSA on notice that RSA will need to make further enquiries for the purpose of revealing those material circumstances,
- which makes that disclosure referred to above in a manner which is reasonably clear and accessible to RSA; and
- in which every material representation as to a matter of fact is substantially correct, and every material representation as to a matter of expectation or belief is made in good faith

A material circumstance is one that would influence RSA's decision as to whether or not to agree to insure **You** and, if so, the terms of that insurance. If **You** are in any doubt as to whether a circumstance is material **You** should disclose it to RSA.

This Statement of Fact forms part of **Your** insurance contract with RSA.

It is very important that **You** check this document and the accompanying Schedule carefully. If any information is incorrect please contact RSA or **Your** insurance intermediary immediately. If any changes occur in **Your** circumstances or business activities **You** must notify RSA or **Your** insurance intermediary immediately.

We recommend you keep a record of all information supplied to RSA.

If any of the following statements are inaccurate or incomplete please notify RSA or Your insurance intermediary immediately.

You must:

- a) be domiciled in and not operate outside of Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, the off shore islands;
- b) not carry property for hire and reward;
- c) not be involved in market trading, door to door sales or party sales activities;
- d) only carry tools, equipment, materials and stock appertaining to **Your** business as specified in the Policy Schedule;
- e) not carry property externally (e.g., ladders) or in or on open backed vehicles;
- f) only carry eligible property (see d) above) in a commercial vehicle/van - cars (including estate cars), motorcycles and other form of vehicle are excluded;
- g) be aware of:
 - i) the excluded goods as defined within the policy;
 - ii) the application of the Underinsurance clause and implications should limits under the policy be insufficient;
- h) not have any convictions, cautions or pending prosecutions for any offence other than a driving offence or any offences which are spent under the Rehabilitation of Offenders Act 1974;
- i) at the inception of this cover, not have:
 - i) suffered more than one loss/claim for the risks proposed occurring during the preceding 3 years;
 - ii) had goods in transit insurance declined, cancelled, declared void or had special terms imposed.

General Statements

1. **You** agree to accept **Our** usual form of policy wording for this class of insurance a copy of which is available on request.
2. **You** agree that if any information has been provided by **Your** insurance intermediary they shall for that purpose be regarded as **Your** agent and acting on **Your** behalf and not **Our** agent.

Definitions

Any word defined below will carry the same meaning wherever it is shown in **Your** policy, any endorsements and the Statement of Fact in bold print. Words in the singular shall include the plural and vice versa.

1. **Employee**
Any person under a contract of service with **You**, or any self employed individual providing **You** with labour only, or any person hired to or borrowed by **You** (including those supplied by employment agencies on a temporary basis)
2. **Event**
Any one occurrence or all occurrences of a series consequent upon or attributable to one originating cause
3. **Excess**
The amount for which **You** are responsible for each and every claim arising out of any one **Event**
4. **Merchandise**
Goods (but not **Tools of Trade**) owned by or for which **You** are responsible incidental to **Your Business**
5. **Property**
Merchandise and/or **Tools of Trade**
6. **Territorial Limits**
Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, the off shore islands and the Republic of Ireland (including sea transits between these territories)
7. **Terrorism**
Any act including the use of force or violence or the threat thereof, by any person or group of persons (whether acting alone or on behalf of or in connection with any organisation or government) committed for political, religious, ideological or similar purposes (including the intention to influence any government or to put the public or any section of the public in fear)
8. **Tools of Trade**
Tools, plant, machinery, equipment, personal protective equipment, consumables, spare parts and/or similar items (but not **Merchandise**) owned by **You** or for which **You** are responsible used by **You** and/or any **Employee** for the purposes of **Your Business**
9. **Total Sum Insured**
The maximum amount **We** will pay for any claim or series of claims arising out of any one **Event**
10. **Unattended**
Where neither **You** nor any **Employee** are in a position to keep the **Vehicle** and/or **Property** under constant observation and at the same time have a reasonable prospect of preventing any unauthorised interference with the **Vehicle** and/or **Property**
11. **Vehicle**
Motor vehicle owned and/or operated by **You** as specified in the Policy Schedule (including any attached trailer) used for the carriage of **Property**
12. **We/Us/Our**
Royal & Sun Alliance Insurance plc
13. **Your/Your**
The Insured shown above
14. **Your Business**
The business shown above

Scope of Cover

You are covered to the extent provided by this policy for physical loss of or damage to:

- a) **Tools of Trade** whilst being loaded upon, carried by, unloaded from or stowed within a **Vehicle**
- b) **Merchandise**:
 - 1) whilst such **Merchandise** is in transit by any **Vehicle** including any period of loading and/or unloading or
 - 2) arising as a result of mis-delivery

occurring within the **Territorial Limits** and during the period of insurance.

Exclusions

You are not covered for any claim:

1. Unattended Vehicle

for theft:

- a) of **Property** carried in or on any **Vehicle** which is open (including any **Property** carried in an open backed **Vehicle** protected by vehicle sheets) unless contained within a tool box or chest which was permanently fixed to the **Vehicle** and to which all openings were closed, properly fastened and securely locked and all keys removed.
- b) of or from any **Unattended Vehicle**:
 - 1) unless all doors, windows and other openings of the **Vehicle** were closed and securely locked, any security devices or systems were set in operation and all keys removed.
 - 2) which was left at any location other than the address shown in the Policy Schedule for any period exceeding 24 consecutive hours unless at the time of the theft the **Vehicle** was garaged in a building which was securely closed and locked.
 - 3) if at the time of the theft the total value of **Property** in or on the **Vehicle** exceeded £10,000 (irrespective of the **Total Sum Insured** shown above) unless the **Vehicle** was garaged in a building which was securely closed and locked.

2. Excluded Property

for:

- a) money, securities for money, negotiable instruments, savings stamps, unused postage stamps and/or anything of a similar nature.
- b) cash, credit, debit and/or charge cards.
- c) documents, business records and/or information represented and/or stored in electronic form.
- d) computer equipment, mobile telephones, smartphones, electronic organisers and/or similar equipment, associated software and/or electrical and/or electronic accessories and/or printer cartridges.
- e) electrical and/or electronic equipment designed for recording, displaying and/or playing sound and/or images; portable satellite navigation equipment; electronic games consoles; headphones, DVDs, CDs, software and/or other electrical and/or electronic accessories and/or associated pre-recorded and/or preprogrammed media.
- f) microchips, microprocessors, central processing units, memory modules, motherboards, expansion boards and/or hi- tech components of a similar nature.

3. Excluded Perils

- a) for physical damage to **Property** carried in or on any area of the **Vehicle** which is open caused by atmospheric or climatic conditions unless the **Property** was:
 - 1) within a toolbox or chest which was permanently fixed to the **Vehicle** and to which all openings were closed and properly fastened or
 - 2) protected by vehicle sheets.
- b) for loss or damage caused by or arising as a result of packing which was inadequate to withstand normal handling during transit.
- c) for property for which **You** are responsible under a contract of carriage and/or handling and/or storage.
- d) for **Property** whilst being driven under its own motive power or whilst being towed on its own road wheels.
- e) for mechanical, electrical and/or electronic breakdown, failure and/or derangement of **Property** unless external damage to that **Property** has occurred and such damage is covered under this policy.
- f) for **Property** whilst being dismantled, erected, commissioned or tested.

- g) for loss, damage or expense caused by or arising from depreciation, deterioration, mildew, mould, moth, vermin, ordinary wear and tear and/or any characteristic of the **Property** which in itself causes or gives rise to loss or damage irrespective of any other cause.
- h) for loss of market, loss of profits, delay, business interruption, increased cost of working or loss of production and any other losses unless specifically stated in the policy.

4. Used and/or Damaged and/or Secondhand Property

for rust, oxidisation, discolouration, corrosion, breakage, scratching, denting, bruising, chipping, twisting, bending, and/ or distortion to used and/or damaged and/or secondhand Property unless attributable to the carrying conveyance being involved in an accident or casualty.

5. Other Insurance

that is covered by any other policy (or would but for the existence of this policy be covered by any other policy) except for the difference between the amount payable under such other policy and the amount payable under this policy.

6. War, Terrorism and Radioactivity

caused by, or contributed to by, or arising from:

- a) war, invasion, **Terrorism**, act of foreign enemy, hostilities (whether war be declared or not), military or usurped power, revolution, rebellion, insurrection or civil war.
- b) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- 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:
 - 1) nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
 - 2) radioactive matter, but not radioactive isotopes, other than nuclear fuel, when such isotopes are carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- e) any chemical, biological, bio-chemical or electromagnetic weapon.

7. Acts of Authorities

caused by, or contributed to by, or arising from destruction, damage, confiscation, seizure, expropriation, nationalisation, detention or requisition by any central or local government or agency of such government.

General Conditions

1. Insurance Act 2015

In respect of any

- a) duty of disclosure
- b) effect of warranties
- c) effect of acts fraud

the rights and obligations applying to **You** and **Us** shall be interpreted in accordance with the provisions of the Insurance Act 2015

2. Reasonable Precautions

You must take reasonable precautions to:

- a) prevent, minimise or mitigate any physical loss or damage that may give rise to a claim under this policy.
- b) check that any **Employees** engaged by **You** after inception of this policy to whom a **Vehicle** is entrusted are who they say they are and are of good character. This condition does not apply to **Employees** hired to **You** by any employment agency.

If the terms of this Condition have not been complied with, and as a direct consequence, the amount which we are liable under this policy has increased, then no payment shall be made by **Us** in respect of the amount of such increase.

3. Cancellation

- a) **We** may cancel this policy at any time by giving 30 (thirty) days' notice to that effect in writing by pre-paid letter post to either **Your** insurance advisor or **Your** last known address, in which case **We** will refund the difference (if any) between the premium for the period during which insurance was in force and the premium actually paid.
- b) **We** will refund **Your** premium in full if **You** cancel this policy within 14 days of the start of the first period of insurance unless a claim or an incident which may give rise to a claim has occurred. In all other circumstances **We** will retain the full deposit premium.

4. Business Cessation

All coverage under this policy will cease if **Your Business** is wound up, carried on by a liquidator or receiver or permanently discontinued.

5. Underinsurance

If at the time of any loss or damage to **Property** in or on any **Vehicle** the value of such **Property** is greater than the **Total Sum Insured** **We** will not pay more than the proportion of the claim that the **Total Sum Insured** bears to the total value of the **Property**.

6. Temporary Vehicle Substitution

If the **Vehicle** is temporarily out of use for maintenance, repair, official vehicle testing or is permanently replaced **We** will provide cover in respect of the replacement vehicle subject to the same **Total Sum Insured** and terms that applied to the **Vehicle** replaced provided that any permanent substitution is notified in writing to **Us** within 30 days of the substitution taking place.

7. Contract (Rights of Third Parties) Act

A person or company 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.

8. Law Applicable to this Contract

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of the policy shall be governed and construed in accordance with English law and shall be resolved within the exclusive jurisdiction of the courts of England and Wales.

9. Multiple Insureds

Where the Insured shown above comprises more than one party all such parties shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and the parties shown as the Insured being jointly insured. Irrespective of the number of parties claiming under this policy the total amount payable by **Us** shall not exceed the **Total Sum Insured**.

Basis of Claims Settlement

1. Repair, Replacement or Reinstatement

We will, at **Our** option, repair, replace or reinstate any **Property** lost or damaged.

2. Calculation of Settlement

We will not pay more than:

- a) for **Tools of Trade** – the **Depreciated Value**
- b) for new **Merchandise** – the new replacement value
- c) all other Merchandise – the used market value or
- d) the cost of repairing or re-instating the lost or damaged **Property** or
- e) the value of that part of the **Property** which is actually lost or damaged regardless of whether it affects the value of other parts of the **Property**

whichever is the least (less the applicable **Excess** and any applicable co-insurance).

The expression '**Depreciated Value**' shall mean the amount paid by **You** for any **Tools of Trade** physically lost or damaged less the applicable percentage shown in the table below:

Time period	0-11 month	12-23 months	24-35 months	36-47 months	48 months and over
Deduction	10%	20%	30%	40%	50%

The time period shall be calculated from the date such **Tools of Trade** were purchased by **You** to the date of the **Event** giving rise to a claim under this policy.

Claims Conditions

Failure to comply with Claims Conditions 1 to 4 will result in a claim being rejected or settlement being reduced unless in **Our** opinion such failure has not prejudiced the investigation, defence or mitigation of the claim.

1. Notification to Us

You must notify **Us** as soon as **You** become aware of any circumstance or incident which may give rise to a claim under this policy. Claims must be notified to:

Marine Claims Department,
RSA,
17 York Street,
Manchester,
M2 3GR

Tel. during normal working hours: 0161 235 3161
e-mail: RegionalCargo.Claims@uk.rsagroup.com

2. Notification to the Police

You must notify the police as soon as **You** become aware of theft or malicious damage giving rise (or which may give rise) to a claim under this policy.

3. Responsible Parties

You must take all reasonable steps to hold responsible any party who has (or may have) a liability in respect of any incident giving rise (or which may give rise) to a claim under this policy.

4. Claims Co-operation and Control

You must:

- a) send to Us as soon as possible a detailed claim in writing and supply copies of correspondence or such further particulars as may be reasonably required by Us including, but not limited to, evidence of ownership and/or value of any Property lost or damaged.
- b) at all times give **Us** full co-operation.
- c) allow **Us** to act as necessary for the purposes of enforcing any rights and remedies and obtaining relief or indemnity against other parties.
- d) not admit or deny liability, nor make any offer, compromise, promise or payment, enter into any agreement or give any undertaking in respect of any claim without **Our** written consent.

5. Rights of Recovery

Upon the payment of any claim, all **Your** rights and remedies against such other parties will be subrogated to **Us** and **We** shall receive the benefit of any amount(s) recoverable from such other parties. In the event the net recovery received from any such other parties exceeds the amount paid by **Us** to **You** in respect of the claim, then **We** shall account to **You** for any such excess.

Complaints Procedure

At RSA We are committed to going the extra mile for Our customers. If You believe that We have not delivered the service You expected, We want to hear from You so that We can try to put things right. We take all complaints seriously and following the steps below will help Us understand Your concerns and give You a fair response.

Step 1

If **Your** complaint relates to **Your** policy then please contact **Your** usual sales and service contact. If **Your** complaint relates to a claim then please call the claims helpline number shown in **Your** policy booklet.

We aim to resolve **Your** concerns by close of the next business day. Experience tells **Us** that most difficulties can be sorted out within this time.

Step 2

In the unlikely event that **Your** concerns have not been resolved within this time, **Your** complaint will be referred to **Our** Customer Relations Team who will arrange for an investigation on behalf of **Our** Chief Executive. Their contact details are as follows:

Post: RSA Customer Relations Team, P O Box 255, Wymondham, NR18 8DP
e-mail: crt.halifax@uk.rsagroup.com

Our promise to

You We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep **You** informed of progress
- Do everything possible to resolve **Your** complaint
- Use the information from **Your** complaint to proactively improve **Our** service in the future.

Once **We** have reviewed **Your** complaint **We** will issue **Our** final decision in writing within 8 weeks of the date **We** received **Your** complaint.

If You are still not happy

If **You** are still unhappy after **Our** review, or **You** have not received a written offer of resolution within 8 weeks of the date **We** received **Your** complaint, **You** may be eligible to refer Your case to the Financial

Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints.

They can be contacted at:

Post:

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

Telephone:

0800 0234567 (for landline users)

0300 1239123 (for mobile users)

e-mail: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

You have six months from the date of **Our** final response to refer **Your** complaints to the FOS. This does not affect **Your** right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

Thank you for your feedback

We value **Your** feedback and at the heart of **Our** brand **We** remain dedicated to treating **Our** customers as individuals and giving them the best possible service at all times. If **We** have fallen short of this promise, **We** apologise and aim to do everything possible to put things right.

Fair Processing Notice



How We use Your Information

Please read the following information carefully as it contains important information relating to the details that You have given us. You should show this notice to any other party related to this insurance.

Who We are

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving Your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, **We Us** and **Our** refers to the Group unless otherwise stated.

How Your information will be used and who We share it with

Your information comprises of all the details **We** hold about **You** and **Your** transactions and includes information obtained from third parties.

If **You** contact **Us** electronically, **We** may collect **Your** information identifier, e.g. Internet Protocol (IP) Address or telephone number supplied by **Your** Service Provider.

We may use and share **Your** information with other members of the Group to help **Us** and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop **Our** services, systems and relationships with **You**;
- Understand **Our** customers' requirements;
- Develop and test products and services

We do not disclose **Your** information to anyone outside the Group except:

- Where **We** have **Your** permission; or
- Where **We** are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to **Us**, **Our** partners or **You**; or
- Where **We** may transfer rights and obligations under this agreement.

We may transfer **Your** information to other countries on the basis that anyone **We** pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which **You** provided it. Details of the companies and countries involved can be provided on request.

From time to time **We** may change the way **We** use **Your** information. Where **We** believe **You** may not reasonably expect such a change **We** shall write to **You**. If **You** do not object, **You** will consent to that change.

We will not keep **Your** information for longer than is necessary.

Sensitive Information

Some of the information **We** ask **You** for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). **We** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to carry out the services described in **Your** policy documents. Please ensure that **You** only provide **Us** with sensitive information about other people with their agreement.

How to contact Us

On payment of a small fee, **You** are entitled to receive a copy of the information **We** hold about **You**. If **You** have any questions, or **You** would like to find out more about this notice **You** can write to: Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax, HX3 5WA.

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