

Goods in Transit Policy

The Cornish Mutual Assurance Co. Ltd.

Registered Office: CMA House, Newham Road, Newham, TRURO, TR1 2SU

Tel: 01872 277151

Fax: 01872 223053

Email: enq@cornishmutual.co.uk

Registered in England No. 78768

To help us improve our service, telephone calls to us may be recorded and monitored

Authorised and regulated by the Financial Service Authority

Goods in Transit Insurance Policy

We (The Cornish Mutual Assurance Company Limited) agree with you (the Policyholder named in the Schedule) that we will provide the insurance set out in the Policy and in any Endorsements specified as operative in the Schedule in respect of events occurring during the Period of Insurance for which you have paid a premium.


The Period of Insurance is for the period indicated in the Schedule. Renewal of the Policy may be offered with changes to the Policy and premium.

This Policy is subject to the law applicable to your place of residence (or in the case of a business to the place where the principal office is situated) in the United Kingdom, the Isle of Man or the Channel Islands.

Signed on our behalf.



Chairman



Managing Director

Goods in Transit Insurance Policy

Definition of Terms

Each of the following words and expressions is given a specific meaning which applies wherever it appears in **bold type** in this Policy.

Insured Property: means the property described in the Schedule belonging to you or for which you are legally responsible.

In Transit: means whilst being loaded on to or unloaded from the **Vehicle**, whilst on the **Vehicle** until unloaded at the final destination and whilst temporarily housed for up to 48 hours when in course of transit

Vehicle: means

- (i) the vehicle described in the Schedule and its trailer
- (ii) any other vehicle necessarily used to carry the **Insured Property** to the original destination or to the place of collection as a result of an accident to the vehicle described in the Schedule or its trailer.

Excess: means the amount of the claim which is to be borne by you. We will deduct that amount from the amount payable in respect of the claim after

the application of any relevant monetary limits specified in this Policy.

Employee: means any person

- (i) under a contract of service or apprenticeship with you or
- (ii) hired or borrowed by you or
- (iii) engaged under a recognised work experience training scheme whilst working for you in connection with the Business described in the Schedule.

Family: means you or any member of your family permanently residing with you.

Subject to Average: means that if at the time of loss or damage the Sum Insured on the load is less than the value of the load you will be considered to be your own insurer for the difference and will bear a rateable proportion of the loss or damage.

Section A - Insured Property - Loss or Damage

1. Loss of or damage to

- (i) **Insured Property** whilst **In Transit**
- (ii) sacks, sheets, ropes, chains, tarpaulins, containers and packing materials belonging to you and in use on the **Vehicle** up to a total of £500 in respect of any one event.

2. Reasonable costs and expenses necessarily incurred in

- (i) unloading and reloading **Insured Property** on to another **Vehicle** for delivery to the original destination or to the place of collection
- (ii) removal of debris and site clearance or dismantling or breaking up of **Insured Property** arising from loss or damage for which insurance is provided under the Policy, up to a total of £1,000 in respect of any one event.

We will not be liable for

- (a) the **Excess** shown in the Schedule
- (b) loss or damage caused by
 - (i) atmospheric or climatic conditions (unless the property was properly protected at the time of loss or damage), the action of light or any gradually operating cause, fungus, insects, vermin, wear and tear, defective packing, the use of hooks, leakage or spillage from containers (unless caused by an accident to the **Vehicle**) or theft in which an **Employee** or any member of the **Family** is concerned.

(ii) the carriage of explosives, acids or other hazardous property

(iii) scratching, bruising or denting of furniture or breakage of clocks, glass, china, crockery, statuary, marble, plasterwork or other brittle articles unless caused by fire, lightning, explosion or an accident to the **Vehicle**

(c) loss or damage resulting from confiscation or destruction by Government or local authority order

(d) consequential loss of any kind

(e) loss of or damage to precious stones, bullion, cash, bank notes, deeds, bonds, bills of exchange or other documents representing money

(f) loss of or damage to property carried in a refrigerated, freezer-chilled or insulated condition resulting from a variation in temperature unless caused by an accident to the **Vehicle**

(g) loss of or damage to

- (i) wines and spirits, clothing, furs, jewellery, gold or silver articles, tobacco, cigars, cigarettes, watches, scientific instruments, electronic calculators, radios, televisions, audio and video equipment, domestic electrical equipment, pictures or non-ferrous metals
- (ii) livestock

unless specifically included in the Schedule.

Section B - Personal Effects

Loss of or damage to personal effects belonging to you or to an **Employee**, whilst in or on the **Vehicle** up to a total of £250 in respect of any one event.

We will not be liable for

- (a) the **Excess** shown in the Schedule
- (b) loss of money.

Endorsements

Each of the following Endorsements is operative only when the Endorsement number is shown in the Schedule under the heading "Endorsements Operative".

GT.100: Loss of or damage to **Insured Property** by theft or attempted theft is not insured whilst the **Vehicle** is unattended between 6pm and 8am except when the **Vehicle** is in a locked secured building.

GT.101: Loss of or damage to **Insured Property** by theft or attempted theft is not insured whilst the **Vehicle** is unattended between 6pm and 8am except when the **Vehicle** is in a locked secured compound or a locked secured building.

GT.102: Loss of or damage to **Insured Property** by theft or attempted theft is not insured whilst the **Vehicle** is unattended between 6pm and 8am except when the **Vehicle** is in a supervised car/lorry park, a locked secured compound or a locked secured building.

GT.103: Loss of or damage to **Insured Property** by theft or attempted theft is not insured unless the Automatic Immobilisation Device fitted to the **Vehicle** is

- (a) tested and put into operation on each occasion that the **Vehicle** is left unattended and
- (b) inspected and maintained under the terms of the agreement with the installing company.

GT.104: Loss of or damage to **Insured Property** by theft or attempted theft is not insured unless the Steering

Column Lock fitted to the **Vehicle** is tested and put into operation on each occasion that the **Vehicle** is left unattended.

GT.105: Loss of or damage to **Insured Property** by theft or attempted theft is not insured unless the Automatic Alarm System fitted to the **Vehicle** is

- (a) tested and put into operation on each occasion that the **Vehicle** is left unattended and
- (b) inspected and maintained under the terms of the agreement with the installing company.

GT.106: Loss of or damage to **Insured Property** by theft or attempted theft is not insured whilst the **Vehicle** is unattended in the vicinity of a market place, market hall, market centre or showground.

GT.107: Loss of or damage resulting from scratching, bruising or denting of furniture or breakage of clocks, glass, china, crockery, statuary, marble, plasterwork or other brittle articles is insured provided that you have properly packed the articles before they are **In Transit**.

GT.111: Loss of or damage to **Insured Property** in any trailer by theft or attempted theft is not insured unless the Anti-theft Locking Device to the towing connection on the trailer is tested and put into operation on each occasion that the trailer is left unattended.

Making a Claim under your Policy

Should you need to make a claim under your Policy please contact the Claims Department at Cornish Mutual, CMA House, Newham Road, Newham, Truro, TR1 2SU, Tel 01872 277151, Fax 01872 263932, Email claims@cornishmutual.co.uk or by writing to the above address marking your letter for the attention of the Claims Department.

Please ensure you are able to provide details of the Policyholder and the Policy number to enable us to advise and assist you without delay. You should contact us as soon as practicable after the incident giving rise to the claim has occurred.

When corresponding with us by email please note that proof of sending an email does not mean we have received it. Please ensure we have acknowledged receipt of your email.

Goods in Transit Insurance Policy

Claims Settlement Provisions

1. Subject to the Sum Insured shown in the Schedule or any limit set out in this Policy we will settle a claim for loss of or damage to property by payment or, at our option, by replacement, reinstatement or repair on the basis of the cost of repair or replacement as new if an item is totally lost or destroyed less an allowance for any depreciation and wear and tear. We will not pay more than the limit contained in any specific Conditions of Carriage.
2. The Sum Insured shown in the Schedule is **Subject to Average**.
3. If a claim is made under both Sections of this Policy for loss or damage caused at the same time by the same event, only one **Excess** will apply.

Conditions

1. **Observance of Terms:** Anyone claiming indemnity under this Policy must comply with its terms as far as they can apply.
2. **Precautions:** You must take all reasonable precautions to reduce or remove the risk of loss or damage.
3. **Notification:** You must report any accident or loss to us in writing as soon as reasonably possible and notify the police immediately of any damage or loss by theft, attempted theft, riot or malicious persons.
4. **Conduct of Claim:** You must give us any help which we may reasonably ask for in connection with the claim.
5. **Other Insurance:** If any other insurance covers the same loss or damage we will pay only our rateable proportion of any claim.
6. **Cancellation:** We may cancel your Policy by sending at least 7 days notice to your last known address. You have the right to cancel the Policy within 14 days of conclusion of the contract or receipt of the Policy documents, whichever is later, or at any other time, by writing to our Registered Office address requesting cancellation.

We will return any premium paid, less an amount to represent the insurance cover we have provided, within 30 days of your request. The cost of the cover we have provided will be in proportion to the annual premium.

General Exclusions

1. **Geographical Limits:** This Policy does not insure any damage or loss arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
2. **War Risks:** This Policy does not insure any consequence whether direct or indirect of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
3. **Nuclear Risks:** This Policy does not insure any damage, loss, liability or expense directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - (iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
4. **Terrorism and Civil Commotion:** This Policy does not insure loss, damage, liability, injury, cost or expense of whatsoever nature directly or indirectly caused by, resulting from
 - (i) any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

(ii) any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism
For the purpose of this exclusion an Act of Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, 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 or ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

If we allege that by reason of this exclusion any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon you. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5. **Data Recognition:** The Policy does not insure loss or damage directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether the property is owned by you or not
- (i) correctly to recognise any date as its true calendar date
 - (ii) to capture save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date.
 - (iii) to capture save retain or correctly to process any data as a result of the operation or any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date this will not exclude subsequent loss or damage not otherwise excluded, which itself results from an insured event.

6. **Electronic Data:**

- A. (a) Electronic Data: This policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion

- (i) Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment
 - (ii) Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.
- A. (b) In the event, however, that a peril listed below results from any of the matters described in paragraph (a) above this Policy, subject to all its terms, conditions and exclusions, will cover physical damage to property directly caused by such listed peril but only to the extent that cover is operative under this Policy.

Listed Perils: Fire, Explosion

- B. Electronic Data Processing Media Valuations: Should electronic data processing media suffer physical loss or damage insured by one of the Sections of this Policy set out in A. (a) above, then the basis of valuation will be the cost of the blank media plus the cost of copying the Electronic Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation will be the cost of the blank media. This Policy, however, does not insure any amount pertaining to the value of such Electronic Data to you or any other party even if the Electronic Data cannot be recreated, gathered or assembled.

Goods in Transit Insurance Policy

Our Service To You

As a Mutual organisation we are Member-centred and want to ensure that we treat all our Members fairly and honestly. We seek to give a high level of service at all times.

If there are occasions when we do not meet your standards please contact us at the address below.

THE CORNISH MUTUAL ASSURANCE CO. LTD.

Registered Office: CMA House, Newham Road, Newham, TRURO, TR1 2SU

Tel: 01872 277151

Fax: 01872 223053

e-mail: enq@cornishmutual.co.uk

We will handle your complaint in the following way:

- We will acknowledge your complaint within five working days and give you the name and title of the person who is handling your complaint.
- We will deal with your complaint as quickly as possible and aim to include a formal response within twenty working days from receipt of the complaint. If compensation or redress is appropriate we will provide these details with our response. If we feel your complaint is not justified full reasons for our decision will be provided to you.
- If we are unable to resolve your complaint within twenty working days we will write to you and explain why we have been unable to resolve the issue. We will also advise you of when you can expect to receive our final response.
- If you remain dissatisfied you have the option of contacting The Financial Ombudsman Service. Their contact details are:

South Quay Plaza, 183 Marsh Wall, LONDON, E14 9SR

Tel: 0845 080 1800

email: enquiries@financial-ombudsman.org.uk

- Our response to your complaint will always provide you with a leaflet explaining The Financial Ombudsman Service.

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GT.14(2)



Head office

CMA House
Newham Road
Newham
Truro
Cornwall TR1 2SU

Tel: 01872 277151
Fax: 01872 223053

Exeter office

Unit A
Exeter Livestock Centre
Matford
Exeter
Devon EX2 8FD

Tel: 01392 824964
Fax: 01392 256107

email: enq@cornishmutual.co.uk www.cornishmutual.co.uk