
Carriers Transit Insurance Policy

This Policy (and the Schedule which forms an integral Part of the Policy) is a legal contract. Please examine it thoroughly to ensure it meets your requirements. If it does not, please advise your insurance adviser immediately.

We would remind you that you are required to inform us immediately of any material facts or changes. Failure to do so may invalidate your Policy or result in certain covers not operating fully. If you are in any doubt as to whether a fact or change is material or not, please contact your insurance adviser

RSA Insurance Ireland DAC (herein called the Company) and the Insured agree that

- (a) this Policy the Schedule (including any Schedule issued in substitution) and any memoranda shall be considered the contract and any word or expression to which a specific meaning has been attached or which is in capital letters and/or in bold shall bear such meaning wherever it appears and
- (b) any information supplied by the Insured or their insurance broker or agent or intermediary shall be incorporated into the contract and
- (c) the Company has relied on the information provided by the Insured and/or their broker in correspondence proposal forms and other communications in providing the insurance and
- (d) the Company shall provide the insurance described in the contract subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium and
- (e) all monies which become or may become due under this Policy will in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland in Euros unless we specifically say otherwise and
- (f) all amounts in the contract are stated in Euro currency amounts unless specifically stated to the contrary and
- (g) the parties to a contract of insurance covering a risk situated in the Republic of Ireland are permitted to choose the law applicable to the contract. The Company proposes that the contract will be governed by Irish Law. All communications between the Insured and the Company will be in English and
- (h) Stamp Duty has been or will be paid in accordance with Section 5 of the Stamp Duties Consolidation Act 1999 (as amended)
- (i) If any change to your policy accepted by us would (but for this clause) result in additional premium payable by you of not more than €25 then we will not charge you in respect of such additional premium. If any change to your policy accepted by us would (but for this clause) result in a refund of premium to you of not more than €25 then we will not be obliged to make such a refund to you

RSA is a registered business name of RSA Insurance Ireland Designated Activity Company (DAC). RSA Insurance Ireland DAC trading as RSA is regulated by the Central Bank of Ireland and is a private company limited by shares registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.

General Conditions

The due observance and fulfilment of the terms and Conditions so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy

- 1 The Insured shall continuously trade under the Contract Conditions International Conventions or Statutes expressed in the Schedule as being Insured and shall take reasonable steps to notify all customers of the application of such Contract Conditions International Conventions or Statutes

Notwithstanding this Condition the indemnity provided by this Policy shall not be prejudiced should the failure to notify any customer of the said Contract Conditions International Conventions or Statutes be due to an error by the Insured or any Employee provided the Insured can prove to the satisfaction of the Company that they have established procedures for such notification to be given to customers and that instructions have been given to all Employees to this effect.

- 2 The Insured shall not by agreement accept
 - A) any special declaration of value in the Property
 - B) any declaration of special interest in delivery in the case of Damage or of an agreed time limit being exceeded
 - C) any liability in excess of the Contract Conditions International Conventions or Statutes expressed in the Schedule as being Insured

without the prior agreement of the Company

- 3 The Insured at their own expense shall take all reasonable precautions to prevent or diminish any Damage to Property which may give rise to liability under this Policy
- 4 You must not entrust Property and/or Transportation Equipment to any Subcontractor unless prior to acceptance they have agreed in writing
 - A) to accept no less liability than you have and
 - B) to fully indemnify you for all loss and Damage

This condition does not apply to Property or Transportation Equipment entrusted by you to any Subcontractor acting in the capacity of a shipping line airline port or railway operator.

- 5 If any part of the Premium or Renewal Premium is based on estimates provided by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record The Insured shall within 3 months after the expiry of each Period of Insurance provide such information as the Company may require The figures in respect of any Premium Adjustment endorsement shall be certified by the Insured's accountants.
- 6 The policy may be cancelled at any time at the option of the Company provided that 30 days notice to that effect be given in writing by pre-paid letter post to the last known address of the Insured or their insurance advisor in which case the Company shall be liable to repay a rateable proportion of the Premium for the unexpired term from the date of cancellation.
- 7 The benefit of this Policy shall in no circumstances whatsoever pass to any Subcontractor or the insurers of any Subcontractor
- 8 If at the time of any claim there is or but for the existence of this Policy there would be any other insurance covering the Insured's interest in the Property the indemnity will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this Policy not been effected
- 9 This Policy shall be voidable in the event of misrepresentation misdescription or non disclosure in any material particular
- 10 The Insured shall not at any time own or operate more Vehicles than the number specified in the Schedule.

Claims Conditions

- I On the discovery of any circumstances or Event which might give rise to a claim under this Policy (irrespective of the Insured's views as to the validity of the claim and of the Insured's Contribution) the Insured shall
 - A) notify the Company in writing forthwith
 - B) give immediate notice to the Garda Síochana or other Police Authority in respect of Damage to Property caused by malicious person or thieves
 - C) submit within 7 working days (or such further time as the Company may permit) a detailed claim in writing and supply such further particulars as may reasonably be required.
 - D) immediately on receipt submit every letter claim writ summons and process
- 2 No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company
- 3 The Insured shall at the Company's request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company agreeing to provide an indemnity under this Policy whether such acts and things shall be or become necessary or required before or after the Company indemnifies the Insured
- 4 The Company shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to constitute or prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
- 5 If any claim is in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on their behalf to obtain any benefit under this Policy or if any Damage is occasioned by the wilful act or with the connivance of the Insured or by any relative of the Insured all benefit under this Policy shall be forfeited

General Exclusions

The indemnity will not apply in respect of

- 1 Damage to
 - A) Documents Money or Bullion
 - B) Trailers other than trailers being carried on Vehicles for hire and reward
 - C) Property being towed other than while on a trailer
 - D) Property during household office or factory removals
 - E) Mobile, Cellular, WAP and other Portable Telephone Equipment and Accessories
 - F) Computers, Lap Top and Palm Top Computers, Computer Equipment, Microchips, Integrated Circuits, Microcontrollers, Hard Disks, Disk Drives, Memory SIMMs, Memory DIMMs, Central Processing Units, CD ROM Drives, PCMCIA Cards and Similar Electronic Data Processing Equipment
- 2 Damage to death of or injury to any living creature
- 3 Deterioration or depreciation unless caused by fire theft or as a direct result of the collision or the overturning of the conveying Vehicle
- 4 Damage to Property stored at a rental or under a contract for storage and distribution
- 5 Loss of market loss of profits delay or any consequential loss of any nature and howsoever arising except as provided for in the Consequential Loss Extensions of the Road Haulage Freight Forwarding and Warehousing Sections
- 6 Damage liability loss or expense of whatsoever nature caused by or contributed to by or arising from
 - A) war invasion act of foreign enemy hostilities (whether war be declared or not) military or usurped power civil commotion revolution rebellion insurrection or civil war
 - B) confiscation requisition or damage by order of any government or other officials or authorities
 - C) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - D) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
 - E) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - F) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
 - G) any chemical, biological, bio-chemical, or electromagnetic weapon.
- 7 Damage to any Property caused by or arising from faulty packing by the Insured when the Insured have contracted to perform and raised a charge for packing
- 8 Any claim made or Damage to Property resulting from or arising out of the exercise by the Insured of a lien whether contractual or otherwise

9 Damage Liability or Expense arising from

- A) Terrorism or
- B) Steps taken to prevent suppress control or reduce the consequences of any actual attempted anticipated threatened suspected or perceived terrorism

For the purpose of this exclusion Terrorism means any act of any person or group of persons or organisation involving i) the causing occasioning or threatening of harm of whatever nature and by whatever means or

- ii) putting the public or any section of the public in fear

In circumstances in which it is reasonable to conclude that the purpose of the person or group of persons or organisation concerned is wholly or partly of a political religious ideological or similar nature

If the company asserts that any loss damage liability or expense is not covered by reason of this exclusion it shall be for the Insured to prove the contrary

- 10 i) Subject only to clause (ii) below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means of inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.
- ii) Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power or terrorism or any person acting from a political motive, clause (i) shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software program or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

General Extensions (Each of which is subject otherwise to the terms of this Policy)

The Company will indemnify the Insured in respect of

1 Transhipment and other costs

- A) liability for transhipment recovery or debris removal of Property following Damage to the Property or an accident to the Vehicle conveying such Property
- B) Transhipment or recovery charges incurred by the Insured to mitigate or prevent any claim

Provided that

- 1) the liability of the Company in respect of all claims arising out of any one Event shall not exceed €12,700
- 2) the Insured's Contribution is €65

2 Damage to sheets ropes and other equipment

Damage to sheets ropes pallets dunnage chains toggles excluding wear and tear

Provided that

- 1) the liability of the Company in respect of all claims arising out of any one Event shall not exceed €12,700
- 2) the Insured's Contribution is €65

3 Containers and flats

Damage to containers and flats for which the Insured is responsible but excluding containers and flats owned by hired by leased or loaned to the Insured or stored at a rental

Provided that

- A) the liability of the Company shall not exceed €25,400 any one container or flat
- B) the Insured's Contribution is €320

4 General Average and Salvage Charges

General Average and Salvage charges payable according to Foreign Statement or to York Antwerp Rules if in accordance with the contract of affreightment

Special Conditions

1 Underinsurance (applicable where stated in the Policy)

If the Property shall at any time of any Damage (liability for which is hereby insured against) have a value in excess of the respective limit or be collectively of greater value than the Limit of Liability then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the claim accordingly

2 Vehicle Security Requirement

Applying to the knowing or witting carriage of Thief attractive Property in or on vehicles owned or operated by the insured

No claim will be admitted for theft of or from any Vehicle which is not individually attended

The above Security Requirement does not apply to Thief Attractive Property comprising part of a groupage or part load provided that such Thief Attractive Property does not exceed 25 per cent of the total weight or volume of the load whichever is the less

General Definitions

Insured's Contribution

The amount or amounts for which the Insured is responsible in respect of each and every claim arising out of any one Event (as ascertained after the application of the Underinsurance Special Condition if applicable)

Damage

Physical loss destruction damage or misdelivery

Event

Any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

Property

Goods and merchandise for which the Insured is responsible excluding containers and flats and goods and merchandise owned or hired by or leased or loaned to the Insured

Thief attractive Property

Bottled spirits

Watches

Processed tobacco and/or tobacco products

Jewellery

Audio and/or visual and/or audio-visual equipment and/or accessories

Bottled perfumery

Photographic equipment and/or accessories

Precious stones

Non ferrous metals in sheet bar or ingot form

Precious metals and/or articles made of or containing precious metals

Subcontractor

Any person not being an Employee to whom Property is entrusted for reward by or on behalf of the Insured and of whose Services the Insured makes use for the performance of the contract

Vehicle

Any motor vehicle (excluding motor cycles) trailer or semi trailer

Employee

Any person including any trainee or consultant under a contract of service with the Insured

Money

Cash bank notes currency notes cheques bankers' drafts postal orders money orders current postage stamps and revenue stamps National Insurance stamps National Savings stamps and certificates holiday saving stamps luncheon vouchers credit company sales vouchers VAT purchase invoices Premium Bonds bills of exchange giro cheques and drafts gift tokens trading stamps unused units in franking machines consumer redemption vouchers credit cards and cash dispenser cards

Road Haulage Section

The Company will indemnify the Insured if the Property be Damaged within the Territorial Limits whilst being

- A) loaded upon carried by or off-loaded from any Vehicle described in the Schedule as being Insured
- B) temporarily stored in the course of transit for a period not exceeding 90 days

during any Period of Insurance

- 1 to the extent that the Insured has a liability for Damage under the Contract Conditions International Conventions or Statutes expressed in the Schedule as being Insured or at Common Law if such Contract Conditions International Conventions or Statutes cannot be enforced
or
- 2 where the Insured has accepted Full Responsibility for Damage and Item 2 is expressed in the Schedule as being Insured
Subject to the Underinsurance Special Condition

Provided that the liability of the Company in respect of any one Vehicle and all claims arising out of any one Event shall not exceed the respective Limits of Liability expressed in the Schedule and the maximum liability of the Company under the Policy shall not exceed the Total Sum Insured

Extensions (Each of which is subject otherwise to the terms of this Policy)

1 Consequential Loss

Notwithstanding General Exclusion 5 the Company will indemnify the Insured against legal liability for damages (other than in respect of death of or bodily injury to any person) arising out of financial loss consequent upon

- A) Damage to Property (provided that the Insured's liability for such Damage is insured elsewhere under this Policy and the Company has admitted liability for such Damage)
or
- B) accidental delay in delivering Property (other than failure to meet an agreed delivery date)

Provided that

- 1) the liability of the Company in respect of any one claim or series of claims arising out of any one Event shall not exceed €130,000 or the Limit of Liability per Vehicle whichever is the less
Legal costs and other expenses incurred with the Company's written consent are payable in addition
- 2) the Company shall not be liable unless the Insured contracts for the carriage of Property in terms
 - A) excluding liability for such financial loss
or
 - B) limiting the liability for such financial loss to the amount of the carriage charges for the Property that has sustained Damage

2 Insured's own goods and merchandise

The Company will indemnify the Insured in respect of Damage to goods and merchandise owned by hired by or leased or loaned to the Insured and appertaining to their business as road haulage contractors whilst being loaded upon carried by or unloaded from any Vehicle described in the Schedule as being Insured

Provided that

- A) the liability of the Company for any one Event shall not exceed €1,270
- B) the Company shall not be liable for Damage to
 - 1) such goods and merchandise in open Vehicles caused by atmospheric or climatic conditions unless such goods and merchandise are protected by Vehicle sheets
 - 2) such goods and merchandise arising as a result of packing which was inadequate to withstand normal handling during transit
 - 3) containers and flats

3 Theft by bogus subcontractors

If expressed as Insured within the Schedule the Company will indemnify the Insured to the extent to which they have a liability for theft of Property entrusted by them to bogus Subcontractors

Definitions

Territorial Limits

Republic of Ireland Great Britain Northern Ireland the Channel Islands the Isle of Man and the off-shore islands including sea transits between these territories

Insured's Contribution

The Insured's Contribution is €320

Freight Forwarding Section

The Company will indemnify the Insured if the Property be Damaged anywhere in the World during any Period of Insurance to the extent that there is liability for Damage under the Contract Conditions International Conventions or Statutes expressed in the Schedule as being Insured or at Common Law if such Contract Conditions International Conventions or Statutes cannot be enforced

Provided that the liability of the Company in respect of any one Consignment and all claims arising out of any one Event shall not exceed the respective Limits of Liability expressed in the Schedule and the maximum liability of the Company under the Policy shall not exceed the Total Sum Insured

Extensions (Each of which is subject otherwise to the terms of this Policy)

1 Consequential Loss

Notwithstanding General Exclusion 5 the Company will indemnify the Insured against legal liability for damages (other than in respect of death of or bodily injury to any person) arising out of financial loss consequent upon

A) Damage to Property (provided that the Insured's liability for such Damage is insured elsewhere under this Policy and the Company has admitted liability for such Damage)

or

B) accidental delay in delivering Property (other than failure to meet an agreed delivery date)

Provided that

1) the liability of the Company in respect of any one claim or series of claims arising out of any one Event shall not Exceed €130,000 or the Limit of liability per Consignment whichever is the less

Legal costs and other expenses incurred with the Company's written consent are payable in addition

2) the Company shall not be liable unless the Insured contracts for any transaction in terms

A) excluding liability for such financial loss

or

B) limiting the liability for such financial loss to an amount not exceeding twice the Insured's charges for the transaction

2 Theft by bogus subcontractor

If expressed in the Schedule as being Insured the Company will indemnify the Insured to the extent to which they have a liability for theft of Property entrusted by them by bogus Subcontractors

Definitions

Insured's Contribution

The Insured's Contribution is €320

Consignment

All Property whether contained in one or any number of parcels packages or containers or in bulk sent at one time in one load from one address to one address.

Warehousing Section

General Exclusion 4 is deleted subject to the following

The Company will indemnify the Insured if the Property be damaged during any Period of Insurance whilst warehoused at any Location specified in the Schedule to the extent that there is liability for Damage under the Contract Conditions expressed in the Schedule as being Insured or at Common Law if such Contract Conditions cannot be enforced

Provided that the liability of the Company in respect of any one Location and all claims arising out of any one Event shall not exceed the respective Limits of Liability expressed in the Schedule and the maximum liability of the Company under the Policy shall not exceed the Total Sum Insured

Thief attractive Property

In respect of Thief Attractive Property the Limit of Liability per Location is €31,800 any one Event

Extension (Subject otherwise to the terms of this Policy)

Consequential Loss

Notwithstanding General Exclusion 5 the Company will indemnify the Insured against legal liability for damages (other than in respect of death of or bodily injury to any person) arising out of financial loss consequent upon

- A) Damage to Property (provided that the Insured's liability for such Damage is Insured elsewhere under this Policy and the Company has admitted liability for such Damage)

or

- B) accidental delay in delivering or releasing property (other than failure to meet an agreed date)

Provided that

- 1) the liability of the Company in respect of any one claim or series of claims arising out of any one Event shall not exceed €130,000 or the Limit of Liability per Location whichever is the less

Legal costs and other expenses incurred with the Company's written consent are payable in addition

- 2) the Company shall not be liable unless the Insured contracts for the storage of Property in terms

- A) excluding liability for such financial loss

or

- B) limiting the liability for such financial loss to the amount of storage charges for the Property that has Sustained Damage

Definition

The insured's Contribution

The Insured's Contribution is €320

Professional indemnity Section

The Company will indemnify the Insured against liability for damages and claimant's costs and expenses in respect of claims for breach of professional duty made against the Insured and notified to the Company during any Period of Insurance by reason of any negligent act error or omission arising from incorrect instructions given or faulty arrangements or clerical errors made by

- A) partners, directors or Employees of the Insured or of the Predecessors (being any person or concern to which the Insured has succeeded) in the Business
- B) any Agent (meaning any person or concern including Subcontractors appointed directly by the Insured or the Predecessors in the Business) occurring and committed in good faith in connection with the normal course of the Business expressed in the Schedule as being Insured or such Predecessor's Business

Provided that

- 1) the liability of the Company for damages and claimant's costs and expenses in respect of all claims arising out of any one Event and all claims notified during any Period of insurance shall not exceed the respective Limits of Liability expressed in the Schedule and the maximum liability of the Company under the Policy shall not exceed the Total Sum Insured.
- 2) The Company may at any time elect to pay the Limit or Liability (less any sum already paid) or any less amount for which such claims can be settled The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible in respect of matters prior to the date on which the Company elected to make such payment
- 3) any claim shall be deemed to have been made in the Period of Insurance in which notice has been given to the Company of circumstances resulting in such claim

Special Claims Conditions applicable to this section

Notwithstanding Claims Conditions 4 the Insured shall not be required to contest any legal proceedings relating to any claim under this Section unless a Senior Counsel (or by mutual agreement between the Insured and the Company a similar authority) shall advise that such proceedings could be contested with the probability of success.

Exclusions

In addition to the General Exclusions the indemnity will not apply under this Section in respect of

- 1 any claim brought about by or contributed to by any dishonest fraudulent criminal or malicious act or omission by
 - A) the Insured or the Predecessors in the Business or any Employee
 - B) any Agent
- 2 death of or bodily injury to any person
- 3 any claim arising from any breach of any obligation owed by the Insured as employer to any Employee
- 4 any claim resulting from the insolvency of the Insured
- 5 any claim resulting from the inability of the Insured to pay or collect accounts (other than accounts which they may be required to pay or collect on behalf of their principals)
- 6 any liability as principal for the charter of the whole or part of any vessel or aircraft
- 7 libel or slander
- 8 fines duties taxes or levies and expenses incidental to demand or any other pecuniary penalties whatsoever incurred as a result of any infringement in legislation or regulations applying to the international movement of Property

Definition

The insured's Contribution

The Insured's Contribution is €320

