

POLICY DOCUMENTS



e goods in
transit
insurance.co.uk



Introduction

to your eGoods In Transit policy

eGoods In Transit Insurance offer market leading cover at a competitive premium and through our website allow you revolutionary flexibility and control over your policy.

By logging onto www.egoodsintransitinsurance.co.uk you can view your policy details, carry out any changes you may wish to make to your policy and renew your policy. You will need to enter your policy number and email address to access your policy record. You can find your policy number on your policy documents.

eGoods In Transit Insurance is a trading name of eInsurance Services Limited.

We are pleased you have arranged your Goods in Transit insurance through eGoods In Transit Insurance.

A handwritten signature in blue ink, appearing to read 'Arron Banks'.

Arron Banks
Chief Executive
eInsurance Services Ltd.

1 Contract of Insurance

2 Small Business Transit Policy

3 Policy Definitions

4 Special Clauses

5 Customer Services

6 Claims

The Contract of Insurance

This policy, the declaration made by You, The Schedule, and any Endorsement should be read together and form the contract of insurance between You, The Policyholder and Us, Norwich Union.

We, Norwich Union Insurance, hereby agree, in consideration of the payment to Us by or on behalf of You, The Policyholder, of the premium specified in The Schedule, to insure against loss, damage, liability or expense in the manner hereinafter provided.

The policy is not valid unless The Schedule is attached to the policy and has been countersigned by an authorised official of Norwich Union Insurance and bears Our stamp.

On behalf of Norwich Union Insurance



Patrick Snowball

Chief Executive, Norwich Union Insurance

IMPORTANT

May we please ask You to examine the policy, the declaration made by You, The Schedule and any endorsement pages to make sure they give You protection according to Your present needs. Almost certainly these needs will change. If they do, please let Us know immediately – Your policy is designed for easy amendment or extension and an updated schedule or endorsement page will be issued each time there is an agreed alteration to the limits or cover.

This policy is a legal contract between You and Us. The information supplied by You when applying for this insurance and any additional information supplied subsequently shall form the basis of the legal contract between You and Us. We agree to enter into the contract between You and Us on the basis that the information supplied by You (or on Your behalf) to Us is to the very best of Your knowledge, information and belief, correct and complete in every respect.

You must tell Us immediately about any facts or changes which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

If You are not sure whether certain facts are relevant please ask Your insurance adviser. If You do not tell Us about relevant changes Your policy may not be valid or the policy may not cover You fully.

You should keep a written record, (including copies of letters), of any information You give Us or Your insurance adviser when You renew this policy.



**NORWICH
UNION**
an AVIVA company

Aviva Insurance Limited

PO Box 6, Surrey Street Norwich NR1 3NS

Registered in Scotland No 2116. Registered Office: Pitheavlis, Perth, Scotland, PH2 0NH

A member of the Aviva group. Authorised and regulated by the Financial Services Authority.

Small Business Transit Policy

The Insured having made to Norwich Union a proposal and declaration which shall be the basis of this contract and having paid or agreed to pay the premium Norwich Union will indemnify the Insured in respect of the Contingencies occurring during the period of insurance subject to the terms, exceptions and conditions contained herein or endorsed hereon.

Important

This Policy is a legal contract and it is important that you examine it carefully to make sure that it meets your requirements. If it does not, or if your insurance requirements change, please let us know right away. You are reminded of the need to tell us immediately of any facts or changes which we would take into account in our assessment or acceptance of this insurance as failure to disclose all relevant facts may invalidate the Policy, or may result in the Policy not operating fully.

Contingencies

1. All risks of loss or damage to

- a) The Property Insured up to the Limit of Liability stated in the Schedule
- b) The Insured's own sheets, ropes, chains, toggles or packing materials on Vehicles (Liability unlimited in amount)
- c) Personal Effects of the Insured's drivers not otherwise more specifically insured whilst in any Vehicle-limit any one driver any one loss of £250
- d) Tools up to the Limit of Liability stated in the Schedule (Hereinafter collectively referred to as the Subject Matter Insured) whilst in transit on land or water by the conveyance from the time of lifting by any employee of the Insured until placed in position by him at the destination including loading and unloading, within the Territorial Limits.)

2. Costs and expenses necessarily incurred in

- a) Transferring to any vehicle and/or carrying to original destination or to place of collection the Subject Matter Insured necessitated by collision, overturning or impact with any object
- b) Removal of debris and site clearance consequent upon loss of or damage to the Subject Matter Insured up to a limit any one loss of £2,500.

Exceptions

Norwich Union shall not be liable for:

1. Loss or damage caused by

- a) Depreciation or deterioration or variation in temperature unless caused by accident to the means of conveyance
- b) Mechanical and/or electrical derangement of the Subject Matter Insured unless caused by external means.
- c) Ordinary leakage, ordinary loss in weight or volume,
- d) Contamination or ordinary wear and tear of the Subject Matter Insured, inherent vice or vermin
- e) Insufficiency or unsuitability of packing or preparation of the property Insured
- f) Willful misconduct of the Insured. ordinary wear and tear or gradual deterioration
- g) rust, oxidation and discolouration
- h) loss of or damage to mobile telephones unless specified in the policy schedule
- i) theft of or from vehicles owned by or under the control of the Insured unless such theft is evidenced by violent or forcible entry to such vehicle

2. Loss or damage to living creatures, bullion, cash, bank notes, treasury notes, stamps, bonds, securities, furs, jewellery, precious stones, gold and silver articles, clocks, watches, non-ferrous metals, computers, video tapes or cassettes, tape or video recorders, radio and television sets, record players, tobacco, cigars, cigarettes, wines, spirits or explosives, unless specifically mentioned in the Schedule as insured.

3. Loss or damage resulting from theft or attempted theft from any unattended Vehicle unless:

- a) All doors, windows and other points of access have been securely locked and fastened and the keys removed, and unattached trailers have had anti-hitching devices put into operation
and
- b) in the London Metropolitan Police Area and the Glasgow and Liverpool Postal Areas during the hours from 9 p.m. until collected by the Insured's driver such Vehicle is garaged in a securely locked building of substantial construction or a compound which has secure walls and/or fences and securely locked gates.

4. Loss or damage of whatsoever nature caused by or arising from inadequate documentation or consequent upon delay in transit and/or indirect or consequential loss of any description.

5. The amount of the Excess stated in the Schedule.

6. Loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- (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 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.
- (e) any chemical, biological, bio-chemical, or electromagnetic weapon.

7. Any consequence of nationalisation, confiscation, requisition, destruction or damage by order of any Government or Public or Local Authority.

8. Loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

9. Loss or destruction of or damage to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association.

“Unlawful association” means any organisation which is engaged in terrorism

10. Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event.

- a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power
- b) Terrorism
Terrorism is defined as any act or acts including, but not limited to:
 - i. the use or threat of force and/or violence
and/or
 - ii harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes
- c) any action taken in controlling, preventing, suppressing or in any way relating to a) or b) above

Note

In any action, suit or other proceedings where Norwich Union alleges that by reason of the provisions of this Exception any loss, destruction or damage is not covered by this policy the burden of proving such loss, destruction or damage is covered shall be upon the Insured.

7. Loss or destruction of or damage to the Subject Matter Insured in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of –

- (a) civil commotion
- (b) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association

Note - “Unlawful association” means any organisation which is engaged in terrorism and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973.

“Terrorism” means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceedings where Norwich Union alleges that by reason of the provisions of this exception any loss, destruction or damage is not covered by this Policy the burden of proving that such loss, destruction or damage is covered shall be upon the Insured.

Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy except for headings and titles.

Property Insured

General merchandise connected with the Business, owned by or the responsibility of the Insured.

Vehicle

Any vehicle and/or trailer owned or operated by the Insured.

Personal Effects

Personal possessions of the Insured's driver excluding cash, bank notes, credit cards, watches and jewellery.

Tools

Tools, tool kits or test equipment connected with the Business owned by or the responsibility of the Insured.

Territorial Limits

Within Great Britain, Northern Ireland, Republic of Ireland, the Channel Islands and the Isle of Man.

Conditions

I. Policy and Schedule

The policy, the application form, statement of fact and/or declaration made by You, and any clauses endorsed on the policy and the policy schedule should be read together and form the contract of insurance between You, the policyholder, and Us Norwich Union.

We will clearly state if the cover provided by the policy is subject to You:

- a. providing Us with any additional information requested by the required date(s)
- b. completing any actions agreed between You and Us by the required date(s)
- c. allowing us to complete any actions agreed between You and Us.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at our option:

- a. modify Your premium
- b. issue a mid-term amendment to Your policy terms and conditions
- c. require You to make alterations to the risk insured by the required date(s)
- d. exercise Our right to cancel Your policy
- e. leave the policy terms and conditions, and Your premium, unaltered.

We will contact You with our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until we agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved:

- a. You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.

- b. We may, at Our option, exercise Our right under the policy cancellation condition.

Except where stated all other policy terms and conditions will continue to apply.

The above conditions do not affect Our right to void the policy if We discover information material to Our acceptance of the risk. Please refer to the Important Note within The Contract Of Insurance page of Your policy booklet.

2. Claims Procedure

- (a) The Insured shall immediately upon the discovery of any loss or damage giving rise to a claim, give notice thereof in writing to Norwich Union, and shall furnish all such explanations, vouchers, books, proofs of ownership and other evidence as may be required to substantiate the claim, and shall in the case of Pilferage or Theft, give immediate notice thereof to the Police and shall take all practical steps for discovering and punishing the guilty person and for tracing and recovering the Subject Matter lost.
- (b) The Insured shall not incur any expense in making good any loss or damage without written consent of Norwich Union and shall not negotiate, pay, settle, admit or repudiate any claim without the consent of Norwich Union

3. Good Faith

If the proposal of the Insured is untrue in any material respect or if any claim made shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made in support thereof no compensation shall be payable hereunder

4. Contribution

If at any time of the happening of any loss or damage covered by this policy there shall be in existence any other insurance of any nature providing indemnity to the Insured for such loss or damage, whether effected by the Insured or not, then the liability of Norwich Union shall be limited to its rateable proportion thereof.

If any other insurance effected by or on behalf of the Insured is subject to any provision whereby it is excluded from ranking concurrently with this policy either in whole or in part or from contributing rateably to the loss or damage the liability of Norwich Union hereunder shall be limited to such proportion of the loss or damage as the Limit of Liability herein bears to the actual value at risk.

This Condition shall not apply to Contingencies Ib or Ic

5. Subrogation

Norwich Union shall without being held to admit any claim, be entitled at any time, in the Insured's or Norwich Union's own name, to take steps for the recovery of any Subject Matter claimed for, and the Insured shall be bound to give Norwich Union all information and reasonable assistance in so doing. The Insured may also be required, as a condition of any settlement, procure and give to Norwich Union as a valid legal title to the Subject Matter settled for.

Any Subject Matter recovered after settlement of any claim, whatever the amount paid by Norwich Union may be, shall be absolutely and solely the property of Norwich Union.

Norwich Union may, if it thinks fit, reinstate, repair or replace any of the Subject Matter lost or damaged instead of paying the amount of any loss or damage. Norwich Union may at any time, after loss or damage take and keep possession of the Subject Matter and deal with the salvage. No Subject Matter or salvage may be abandoned to Norwich Union.

6. Reasonable Care (Sendings by Vehicles)

- (a) The Insured shall only employ steady, reliable and competent drivers and shall take all reasonable precautions:
 - i. in securing loads
 - ii. to maintain in efficient condition all Vehicles
 - iii. to protect the Subject Matter Insured from all loss or damage
 - iv. to ensure that any Vehicle is suitable for the purpose for which it is to be used
- (b) Norwich Union shall at all reasonable times have free access to examine any vehicle aforesaid.

7. Substitution of Vehicles

Where Vehicles are individually specified in the Schedule Norwich Union will insure, subject to the Limit of Liability, Conditions, Special Clauses and other terms and conditions applicable to the original Vehicle, the Subject Matter Insured in or on any other vehicle

- (a) temporarily substituted for the specified Vehicle whilst the specified Vehicle is out of use for maintenance, repair or official vehicle testing
- (b) permanently substituted for the specified Vehicle provided that Norwich Union is advised in writing within 21 days of the substitution.

8. Automatic Reinstatement following Loss

In the absence of written notice by the Insured or Norwich Union to the contrary, the Limits of Liability stated in the Schedule shall not stand reduced by the amount of any loss, the Insured

undertaking to pay the appropriate additional premium on the amount of the loss from the date thereof to the date of expiry of the period of insurance.

9. Underinsurance

If at the time of any loss or damage the Limit of Liability is less than the value at risk then the Insured shall be his own Insurer for the difference and shall bear a rateable share of the loss or damage accordingly.

This Condition shall not apply to Contingencies Ib and Ic.

10. Declarations

Whenever the premium is calculated on the Insured's estimate of the annual value of the Property Insured in transit a full record of such values will be maintained by the Insured.

Within one month of the expiry of each period of insurance, the Insured shall submit to Norwich Union a declaration of the actual value in transit for the period of insurance and the premium will be adjusted accordingly.

Should the Insured fail to supply such a declaration within one month of the expiry of the period of insurance Norwich Union shall be entitled if it so wishes to charge an additional premium in respect of that period of insurance.

11. Cancellation

Norwich Union may at any time, by giving thirty days notice in writing to the Insured at his last known address, terminate this Policy as from the expiration of such thirty days provided Norwich Union shall in that event return to the Insured a proportionate part of the premium for the unexpired time of the Policy.

12. Arbitration

If any difference should arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the Statutory Provisions in that behalf for the time being in force. Where any difference is by this Condition to be referred to Arbitration the making of an award shall be a condition precedent to any right of action against Norwich Union.

Special Clauses

A. Overnight Theft Exclusion - Vehicles in the Open

This policy excludes loss or damage resulting from theft or attempted theft from any unattended Vehicle during the hours from 9 p.m. until collected by the Insured's driver unless such Vehicle is garaged in a securely locked building of substantial construction or a compound which has secure walls and/or fences and securely locked gates

B. Goods in Lockfast Premises

The cover granted by this policy extends to include the subject matter insured whilst kept overnight in a lockfast private dwelling house, building or garage.

C. 24 Hour Extended Cover

The cover granted by this policy extends to include goods and tools owned by you or for which you are responsible on a continuous 24-hour basis if within the normal course of business whilst in your Vehicle.

Customer Services

How To Complain

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain?

- We will acknowledge your complaint within 2 working days of receipt
- We aim to resolve complaints within 5 working days
- Once an assessment and full investigation of your concern has been made, we will respond with a decision.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update and give you an expected date of response. This will not be beyond 20 working days from when you first made your complaint.

If you remain unhappy with the decision you receive from the local branch you may write to the Chief Executive. If you are dissatisfied with our final decision, you can refer the matter to the Financial Ombudsman Service (FOS).

The FOS will only consider your complaint if you have given us the opportunity to resolve it and you are a private policyholder, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million. Please follow the steps below. If, however, we do not resolve your complaint within 40 working days, the FOS will accept a direct referral.

Whilst we are bound by the decision of the FOS, you are not. Following the complaint procedure does not affect your right to take legal action.

What should I do?

The steps you should take if dissatisfied:

Step 1 - Seek resolution by your insurance adviser or usual Norwich Union point of contact.

If you are disappointed with any aspect of the handling of your insurance we would encourage you, in the first instance, to contact the manager concerned. You can write or telephone, whichever suits you, and ask your contact to review the problem.

Step 2 - Refer your complaint to our Chief Executive

If you remain unhappy with the decision you receive, please write with full details including Policy number and/or claim number, to:

The Chief Executive
Norwich Union Insurance
Surrey Street
Norwich
NRI 3NS

A review of the matter will then be carried out at a senior level and a final decision given.

Step 3 - Refer your complaint to the Financial Ombudsman Service

If after making a complaint to us you are still unhappy and you feel the matter has not been resolved to your satisfaction please contact the FOS at:

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

Policy Availability

If, at any stage you would like to receive a new copy of your policy booklet, please contact either your regular Norwich Union point of contact or your insurance adviser, at the address shown on your policy schedule.

Compensation Scheme

We are covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim. For other classes of insurance, advising and arranging is covered for 100% of the first £2,000 of a claim and 90% of the remainder of the claim. There is no upper limit in either case. Further information about compensation scheme arrangements is available from the FSCS.

Statement of Price

Please note that your annual insurance premium may include an amount or amounts for additional covers or services. Please read your schedule and other documents carefully to ensure you know how much you are paying in total.

Contact details in the event of a claim

Norwich Union Marine Claims Helpline

Phone - 0161 931 8431

Phone - 0161 931 8429

Please state that You are insured with Norwich Union Insurance eGoods In Transit Policy and provide Your policy number.

If you liked
eGoods In
Transit, don't
forget to
check out
the other
e products



www.etradesmaninsurance.co.uk



www.evaninsurance.co.uk



www.ecarinsurance.co.uk



www.ebikeinsurance.co.uk



www.ehomeinsurance.co.uk



eGoods In Transit Insurance, 3rd Floor, Frobisher House, Nelson Gate,
Commercial Rod, Southampton, SO15 1GX

Customer Helpdesk : **0870 756 7837**

Claims Helpline: **0161 931 8431**

0161 931 8429