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## Traders Transit Insurance Policy

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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

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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

- 1 Observance of the terms of this Policy relating to anything to be done or complied with by the Insured is a condition precedent to any liability of the Company
- 2 The Insured at their own expense shall take all reasonable precautions to prevent or diminish any Damage which may give rise to liability under this Policy
- 3 This Policy shall be avoided if the Insured's interest ceases and nothing herein contained shall give any right against the Company to any person other than the Insured except to a transferee approved by the Company
- 4 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 one month after the expiry of each Period of Insurance provide such information as the Company may require the Premium or Renewal Premium shall then be adjusted and the difference paid by or allowed to the Insured
- 5 The Policy may be terminated at any time at the option of the Company provided that 30 days notice to that effect be given in writing by prepaid letter post to the last known address of the Insured in which case the Company shall be liable to repay a ratable proportion of the Premium for the unexpired term from the date of termination

## Claims Conditions

- 1 If a claim is in any respect fraudulent or if any fraudulent means or devices are 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 all benefit under this Policy shall be forfeited
- 2 On the discovery of any circumstance or event which may give rise to a claim under this Policy the Insured shall
  - A) notify the Company in writing forthwith
  - B) give immediate notice to the Garda Siochana or other police authority in respect of Damage caused by malicious persons or thieves if insured by this Policy
  - C) within 30 days after such Damage (7 days in the case of Damage caused by riot civil commotion strikers lock out workers or persons taking part in labour disturbances or malicious persons if insured by this Policy) or such further time as the Company may in writing allow at the expense of the Insured deliver to the Company
    - 1) full information in writing of the claim
    - 2) details of any other insurance relating to the claim
    - 3) all such proofs information explanation and other evidence (including the production of articles alleged to be damaged) as may be reasonably required
    - 4) if demanded a statutory declaration of the truth of the claim and of any matter connected with it
- 3 No claim under this Policy shall be payable unless the terms of Claims Condition 2 have been complied with
- 4 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 paying for or making good any loss under this Policy whether such acts and things shall be or become necessary or required before or after the Company indemnifies the Insured
- 5 If at the time of any claim there is any other insurance covering the Insured's interest in the Property the Company's liability under this Policy shall be limited to any excess over the sum recoverable or which but for the existence of this Policy would be recoverable under such insurance
- 6 Any difference under this Policy shall be referred to arbitration in accordance with the statutory provisions currently in force and the making of an award shall be a condition precedent to any right of action against the Company Any claim for which the Company has disclaimed liability shall for all purposes be deemed to have been abandoned and not recovered thereafter unless referred to arbitration under these provisions within 1 year from the date of such disclaimer

## Transit Insurance

The Company will by payment (or at the Company's option by repair reinstatement or replacement) indemnify the Insured if any part of the Property be lost destroyed or damaged (such loss destruction or damage hereinafter termed Damage) within the Territorial Limits during any Period of Insurance

Property is insured

- a) Despatched FOB  
while in transit as provided for in the Schedule until delivered on board the export vessel or aircraft at port or airport of shipment including temporary storage (for a period not exceeding 30 days or any such longer period specifically agreed by the Company) on quays wharves or in warehouses (other than packer's warehouse) or sheds
- b) Despatched by Post Rail or Road Carrier  
while in the custody or control of the postal authority railway board or any road carrier until delivered to the consignee's premises or in course of return transit to the Insured's Premises
- c) In the custody of the Insured's Travellers or Agents
  - 1) while travelling on business including while contained in vehicles
  - 2) while deposited in any building not owned or occupied by the Insured but only in respect of Damage as a result of fire explosion water damage aircraft or articles dropped therefrom or theft involving entry to or exit from the building by forcible and violent means
- d) On Vehicles owned or operated by the Insured  
while being loaded upon carried by temporarily housed upon or being unloaded from any such vehicle

Provided that the liability of the Company in respect of any claim arising out of any one event shall not exceed the Limits of Liability or in the whole the Total Sum Insured (except as provided for in Extensions 1 2 and 3 below)

## Extensions

The Company will indemnify the Insured in addition to the Limits of Liability and Total Sums Insured shown in the Schedule provided that vehicles owned or operated by the Insured their travellers or agents are included in this insurance in respect of

- 1) additional costs reasonably incurred in
  - A) transhipping Property to another vehicle delivering it to the original destination or returning it to the place of despatch following Damage to the Property or an accident to the conveying vehicle
  - B) removal of debris following Damage to the Property or an accident to the conveying vehicle
  - C) reloading on to any vehicle any Property if it falls from such vehicle

Limit of Liability in respect of all claims arising out of any one event €1270

- 2) Damage to sheets ropes packing materials dunnage securing chains and toggles owned by the Insured or in the charge or control of the Insured while carried on any such vehicle

Limit of Liability in respect of all claims arising out of any one event €1270

- 3) Damage to the personal effects belonging to the driver or attendant while carried by any such vehicle in the course of the employment of the driver or attendant with the Insured

Limit of Liability in respect of all claims arising out of any one event for any one person €130

## Exclusions

The Company shall not be liable in respect of

- 1 the amount of the Insured's Contribution
- 2 loss of market loss of profits delay or any consequential loss
- 3 loss of sheets ropes packing materials dunnage securing chains and toggles as a result of disappearance or shortage if such loss is only revealed when an inventory is made unless such loss is the result of an incident recorded by the Insured
- 4 Property warehoused at a rental or under a contract for storage and distribution
- 5 Money and securities
- 6 jewellery watches furs cameras radios televisions record players cassette players video equipment belonging to vehicle drivers or attendants

- 7 Property carried by or despatched by the Insured for hire or reward
- 8 Damage to Property arising as a result of packing which was inadequate to withstand normal handling during transit
- 9 Damage to Property
  - A) due to insufficient labelling or incorrect addressing or to failure to make proper and complete declarations required by carriers
  - B) in any vehicle which is being used outside the normal course of the Business for social domestic or pleasure purposes except that this shall not apply to Property in the custody of the postal authority the railway board or other carrier
  - C) in open vehicles owned or operated by the Insured caused by atmospheric or climatic conditions unless the Property is protected by vehicle sheets
- 10 Damage to Property caused by or arising from wear tear depreciation deterioration mildew moth vermin inherent vice inherent nature mechanical or electrical breakdown failure or derangement unless external damage has occurred.
- 11 Damage caused by or arising from war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power confiscation requisition seizure or destruction by any government or any public authority
- 12 Damage to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss 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
- 13 Damage to property directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- 14 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

- 15 A) Subject only to clause (B) 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 for inflicting harm of any computer computer system computer software program malicious code computer virus or process or any other electronic system
- B) 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 (A) 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

# Interpretations

## **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

## **Insured's Contribution**

The first €130 Euro of each and every claim arising out of any one event (as ascertained after the application of the Underinsurance Condition)

## **Money**

Cash bank notes currency notes cheques bankers' drafts postal orders money orders current postage stamps and revenue stamps National Savings stamps and certificates holiday savings stamps luncheon vouchers credit company sales vouchers VAT purchase invoices Prize 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

## **Property**

Property belonging to or for which the Insured are responsible incidental to the Business

## **Territorial Limits**

Republic of Ireland Great Britain Northern Ireland the Channel Islands and Isle of Man including sea or air transits between these territories

# Special Conditions

## 1 References

No claim will be admitted unless the Insured obtain check and retain two satisfactory written references from reliable sources in respect of all new drivers vehicle attendants travellers and agents engaged after inception of this Policy and prior to entrusting them with any Property

## 2 Underinsurance

If the Property shall at the commencement of any Damage hereby insured against be collectively of greater value than the Limit of Liability then the Insured will be considered as being their own insurer for the difference and shall bear a ratable share of the Damage accordingly

## 3 Number of Vehicles travellers or agents

No claim will be admitted if the Insured

A) own or operate more vehicles

B) entrust Property to more travellers or agents

than the number specified in the Schedule without the written agreement of the Company

## 4 Vehicle Security Requirements (Applicable if shown in the Schedule)

### 1 Immobiliser

No claim will be admitted for theft from a vehicle where the vehicle has been removed by the thief or thieves unless the Insured prove that the vehicle has been fitted with an immobiliser as specified herein

Such immobiliser to be in efficient working order and duly operated whenever the vehicle is not individually attended

### 2 Alarm

No claim will be admitted for theft from a vehicle unless the Insured prove that the vehicle has been fitted with an alarm as specified herein

Such alarm to be in efficient working order and duly operated whenever the vehicle is not individually attended

### 3 Additional Protection

No claim will be admitted for theft from a vehicle unless the vehicle is protected with yale-type mortise dead-lock(s) or latch- lock(s) to the back door(s) and side door(s) of the body and a yale-type mortise dead-lock to the driver's door and 3 inch brass or steel bolts(s) to the bottom(s) of the other cabin door(s) or such alternative locks approved by the Company in writing Such protections to be in efficient working order and duly operated whenever the vehicle is not individually attended

### 4 Unattended Vehicle

No claim will be admitted for theft from any vehicle not individually attended unless

A) all doors windows and other openings are left closed securely locked and properly fastened and

B) entry or access to the vehicle has been effected by forcible and violent means

### 5 Overnight Requirement

No claim will be admitted for theft in respect of Property left in or on any unattended vehicle for the night except where such vehicle is protected in accordance with any other Vehicle Security Requirement(s) specified herein and is either garaged in a building which is securely closed and locked or parked in a compound secured by locked gates

### 6 Vehicle Security Requirement 5 (Overnight Requirement) applies within a radius of 20 miles of

A) the Insured's own Premises

B) the GPO Dublin

C) Charing Cross London England

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

### 8 Trailer

No claim will be admitted for theft from a trailer which is detached from the towing vehicle and where the trailer has been removed by the thief or thieves unless the trailer is fitted with a king pin lock or draw bar lock or any alternative device which has been approved by the Company in writing

### 9 Co-Insurance

In the event of non-compliance with one or more of Vehicle Security Requirements Numbered 1 to 6 inclusive and 8 if specified herein the Company agrees to provide indemnity subject otherwise to the Policy terms and Conditions provided

A) that the Insured shall bear 20% of each and every agreed claim and

B) that all drivers attendants travellers and agents have been instructed in writing prior to entrusting them with any Property or at inception of this Policy as to their responsibility for compliance with such Vehicle Security Requirements

## **Special Conditions (continued)**

### **10 Excluding Theft Overnight**

No liability is accepted for theft of Property left for the night in or on any unattended vehicle

### **11 Special Traffic**

Two able-bodied adults shall be employed on the vehicle throughout the journey and one of them shall be in the vehicle cab at all time