



Goods in Transit

Able Insurance Services Limited
Gladiator
Ellipse
Ground Floor
Padley Road
Swansea
SA1 8AN.

 **GLADIATOR**
part of the Admiral Group

Policy Summary

This policy is an annually renewable Goods in Transit insurance, underwritten by Royal & Sun Alliance Insurance plc. The information below provides a summary of the cover provided. For full terms and conditions of the cover, please refer to the policy wording at the back of this booklet.

Cover

This policy covers loss of or damage to tools, equipment and stock appertaining to your business as shown in your certificate whilst in transit by the vehicle specified in the certificate within the British Isles.

Significant Features and Benefits

- Whilst you should tell Gladiator immediately if you change your vehicle, we will provide cover for a substitute vehicle on the same terms as the vehicle specified on the certificate if it is temporarily out of use. Any permanent substitution must be notified to Gladiator in writing within 30 days of the substitution.
- No single article limit applies.

Significant and unusual exclusions, limitations or conditions

Policy Limits:

The total sum insured specified in your Goods in Transit certificate is the maximum amount we will pay any one loss. If the value of goods carried is likely to exceed the total sum insured at any one time please contact Gladiator immediately as this policy may not be suitable for your requirements.

The main exclusions are:

- theft from any unattended vehicle unless at the time of the theft the

property was contained in a fully enclosed area of the vehicle, all openings were closed and locked with keys removed and any alarm or immobiliser set in operation.

- the policy excess which is shown on the Goods in Transit certificate.
- certain classes of property are excluded such as: money, documents, mobile telephones, satellite navigation equipment, laptop and palm top computers, electronic organisers, digital cameras and camcorders.
- wear, tear, depreciation; mechanical electrical or electronic breakdown failure or derangement unless external damage has occurred.
- damage caused by climatic conditions where property is carried in an open vehicle and is not protected by vehicle sheets.
- inadequate packing.

The main policy conditions are:

- you must take all reasonable precautions to prevent or diminish any loss of or damage to property insured.
- you must ensure that all employees engaged after inception of this policy and to whom a vehicle is entrusted are who they say they are and are of good character.
- claims for used and/or second hand property will be settled based on their used market value at the time of the loss or damage which means that depreciation will be applied for wear, tear and usage.

- we may, at our option, repair, replace or reinstate any damaged property.
- you must provide evidence of ownership for all property lost or damaged.
- if at the time of loss or damage the value of property carried in the vehicle is greater than the total sum insured you will bear a proportionate share of the claim. If you believe that the total sum insured may be inadequate please contact Gladiator immediately.

Duration

The insurance runs between the dates shown on your certificate of insurance. The maximum period of cover is 12 months.

Cancellation right

We may cancel the policy at any time by giving you 7 days notice to that effect in writing by letter to either Gladiator or to your last known address in which case we will refund a pro-rata portion of the premium paid for the unexpired period of insurance.

You may cancel this policy by giving notice in writing enclosing your Goods in Transit certificate within 14 days of inception of the policy. If you have not made a claim under this policy we will refund the premium in full. No refund will be given in any other circumstance.

For further information please contact: Gladiator, Ellipse, Ground Floor, Padley Road, Swansea SA1 8AN.

Tel: 0844 848 4305

Notification of claims under this policy

Should you wish to make a claim under your policy please call our claims helpline

on 0161 235 3800 as soon as possible. You must give us any information or help that we may reasonably ask for. You must not settle, reject, negotiate or agree to pay any claim without our written permission. Full details of how to claim are included in the policy document.

The address to which claims must be notified is:

Marine Claims Department
RSA
17 York Street
Manchester
M2 3GR

Tel. during normal working hours:

0161 235 3800

Fax: 0161 235 3903

Email:

RegionalCargo_Claims@uk.rsagroup.com

You should provide your certificate when submitting a claim.

Financial Services Compensation Scheme

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

Complaints Procedure

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

Our complaints process

Initially please raise your concerns with Gladiator.

Tel: 0800 952 1333

Fax : 0871 882 8090

Email: gladiatorquality@aisl.uk.com

If your complaint is against us alone, Gladiator will pass your complaint to our nominated contact within 24 hours. This will also happen if Gladiator believe that they cannot resolve your complaint without input from us or there is any query relating to the complaint. Our complaints procedure will then apply.

Once we have reviewed your complaint we will issue our business decision in writing. If upon receipt of this you remain dissatisfied, you can escalate your complaint to our Customer Relations Office who will conduct a separate investigation. This will be concluded with the issue of our final decision in writing.

Customer Relations Contact Details

Customer Relations Office
RSA
Bowling Mill
Dean Clough Industrial Estate
Halifax
HX3 5WA

What to do if You are still not satisfied

If you are still not satisfied, Royal & Sun Alliance Insurance plc is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you may be able to refer your complaint to them.

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

Tel: 0800 023 4567 (free for people phoning from a 'fixed line' (eg. a landline at home).

0300 123 9123 (free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02)

Email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

IMPORTANT INFORMATION

Law applicable to the Policy

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

Underwritten by Royal & Sun Alliance Insurance plc (Company No. 93792).

Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL.

Authorised and regulated by the Financial Services Authority.

Goods In Transit Policy

This policy (and the certificate 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 Gladiator as soon as reasonably possible.

The information which you provided to us has been taken into account in our assessment and acceptance of this insurance. Any subsequent changes to that information must be declared to us as soon as reasonably possible. Failure to do so may invalidate the policy or result in certain covers not operating fully. If you are in any doubt as to whether information is material or not, please contact Gladiator.

Royal & Sun Alliance Insurance plc (**We**) and the Insured (**You**) agree that:

1. this policy, the certificate (including any certificate issued in substitution for the original) any endorsements and the Statement of Fact shall be considered one document and
2. all statements made and information supplied by **You** or on **Your** behalf for **Our** consideration are true to the best of **Your** knowledge and belief and shall be incorporated into and form the basis of this contract of insurance and
3. failure to disclose all material information, whether or not the subject of a specific question by **Us**, may invalidate **Your** contract of insurance or result in a claim being rejected. Some guidance on what constitutes material information is given in the Statement of Fact. However if **You** are in any doubt as

to whether information is material or not, please contact **Your** insurance adviser and

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

Definitions

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

Employee

Any person under a contract of service with **You**, or any self employed individual providing **You** with labour only, or any person hired to or borrowed by **You** (including those supplied by employment agencies on a temporary basis)

Event

Any one occurrence or (if more than one occurrence) all occurrences of a series consequent upon or attributable to one original source or cause

Excess

The amount for which **You** are responsible for each and every claim arising out of any one **Event**

Gladiator

Able Insurance Services Limited trading as Gladiator

Property

Goods, equipment and/or merchandise (including tools of trade) owned by or

for which **You** are responsible incidental to **Your** business as shown on the certificate

Territorial Limits

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

Terrorism

Any act including the use of force or violence or the threat thereof, by any person or group of persons (whether acting alone or on behalf of or in connection with any organisation or government) committed for political, religious, ideological or similar purposes (including the intention to influence any government or to put the public or any section of the public in fear)

Total Sum Insured

The maximum amount **We** will pay for any claim or series of claims arising out of any **Event**

Unattended

Where neither **You** nor any **Employee** are in a position to keep the **Vehicle** and/or **Property** under constant observation and at the same time have a reasonable prospect of preventing any unauthorised interference with the **Vehicle** and/or **Property**

Vehicle

The motor vehicle specified in the certificate (including any attached trailer) owned and/or operated by **You** and used for the carriage of **Property**

We/Us/Our

Royal & Sun Alliance Insurance plc

You/Your

The Insured shown on the certificate

Scope of Cover

You are covered subject to the Exclusions, General Conditions and Claims Conditions detailed elsewhere in this document for:

- a) physical loss of or damage to **Property** occurring within the **Territorial Limits** during the period of insurance:
 - 1) whilst being loaded upon, carried by, unloaded from, or temporarily stored in the ordinary course of transit in or on the **Vehicle** or
 - 2) arising as a result of misdelivery occurring during the period of insurance.
- b) additional costs reasonably incurred in:
 - 1) transhipping **Property** to another vehicle, delivering it to the original destination, or returning it to the place of despatch following physical loss of or damage to the **Property** or an accident to the **Vehicle** and/or
 - 2) removal of debris following physical loss of or damage to the **Property** or an accident to the **Vehicle** and/or
 - 3) reloading on to the **Vehicle** any **Property** if fallen from such **Vehicle**.

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

Exclusions

You are not covered for any claim:

1. Unattended Vehicle

for theft of or from the **Vehicle** when **Unattended** unless at the time of the theft:

- a) the stolen **Property** was contained within a fully enclosed area of the **Vehicle**, and
- b) all doors, windows and other openings of the **Vehicle** were closed, properly fastened and securely locked, and
- c) any immobiliser and/or alarm system fitted to the **Vehicle** was set in operation, and
- d) all keys were removed from the **Vehicle**.

2. Excluded Property

for:

- a) money, securities for money, negotiable instruments, savings stamps, unused postage stamps and/or anything of a similar nature.
- b) cash, credit, debit and/or charge cards.
- c) documents, business records and/or information represented and/or stored in electronic form.
- d) mobile telephones.
- e) portable satellite navigation equipment.
- f) microchips; microprocessors; central processing units; system boards; memory boards; memory, sound and/or video cards and components of a similar nature.
- g) lap-top and/or palm-top computers.

- h) plasma screens.
- i) electronic organisers, digital cameras, camcorders and/or other hand held devices designed for the recording, transmission and/or playing of sound and/or images and/or for the storage, management, use or communication of information and/or data.

3. Excluded Perils

- a) for physical damage to **Property** caused by atmospheric or climatic conditions unless the **Property** was contained within a fully enclosed area of the **Vehicle** or protected by vehicle sheets.
- b) for loss or damage caused by or arising as a result of packing which was inadequate to withstand normal handling during transit.
- c) for property carried by **You** for hire or reward.
- d) for **Property** whilst being driven under its own motive power or whilst being towed on its own road wheels.
- e) for mechanical, electrical and/or electronic breakdown, failure and/or derangement of **Property** unless external damage to that **Property** has occurred and such damage is covered under this policy.
- f) for **Property** whilst being dismantled, erected, commissioned or tested.
- g) for loss, damage or expense caused by or arising from depreciation, deterioration, mildew, mould, moth, vermin, ordinary wear and tear and/or any characteristic of the **Property** which in itself causes or gives rise to loss or damage irrespective of any other cause.

- h) for loss of market, loss of profits, delay, business interruption, increased cost of working or loss of production and any other losses unless specifically stated in the policy.

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

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

5. Other Insurance

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

6. War and Radioactivity

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

- a) war, invasion, **Terrorism**, act of foreign enemy, hostilities (whether war be declared or not), military or usurped power, revolution, rebellion, insurrection or civil war.
- b) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any:

- 1) nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

- 2) radioactive matter, but not radioactive isotopes, other than nuclear fuel, when such isotopes are carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

- e) any chemical, biological, bio-chemical or electromagnetic weapon.

7. Acts of Authorities

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

General Conditions

1. Reasonable Precautions

You must take reasonable precautions to:

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

2. Underinsurance

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

3. Cancellation

- a) **We** may cancel this policy at any time by giving 7 (seven) days notice to that effect in writing by pre-paid letter post to either **Gladiator** or **Your** last known address, in which case **We** will refund the difference (if any) between the premium for the period during which insurance was in force and the premium actually paid.
- b) **We** will refund **Your** premium in full if **You** cancel this policy within 14 days of the start of the first period of insurance unless a claim or an incident which may give rise to a claim has occurred. In all other circumstances **We** will retain the full deposit premium.

4. Disclosure

Cover under this policy could be invalidated if **You** have failed to disclose or have misrepresented or misdescribed any material information. Some guidance on what constitutes material information is given in the Statement of Fact.

5. Contracts (Rights of Third Parties) Act

A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

6. Law Applicable to this contract

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

7. Fraud

All benefit paid or which would otherwise be payable under this policy shall be forfeited if any claim under this policy is in any respect fraudulent.

8. Multiple Insureds

Where the Insured shown on the certificate comprises more than one party all such parties shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and the parties shown as the Insured being jointly insured.

Irrespective of the number of parties claiming under this policy the total amount payable by **Us** shall not exceed the **Total Sum Insured**.

Basis of Claims Settlement

1. Repair and/or Replacement

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

2. Calculation of Settlement

We will not pay more than:

- a) 1) for new **Property** for which a sales contract has been agreed – the invoice price
 - 2) for new **Property** not intended for sale – the new replacement value plus cost of carriage
 - 3) for secondhand and/or used **Property** - the used market value at the time of any loss or damage
- or
- b) the cost of repairing, replacing or re-instating the lost or damaged **Property** or

c) the value of that part of the **Property** which is actually lost or damaged regardless of whether it affects the value of other parts of the **Property**

whichever is the least (less the applicable **Excess**).

Claims Conditions

1. Notification to Us

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

Marine Claims Department
RSA
17 York Street
Manchester
M2 3GR

Tel. during normal working hours:

0161 235 3800

Fax: 0161 235 3903

Email:

RegionalCargo_Claims@uk.rsagroup.com

2. Notification to the police

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

3. Responsible Parties

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

4. Claims Co-operation and Control

You must:

- a) send to **Us** as soon as possible a detailed claim in writing and
- b) send to **Us** a copy of **Your Gladiator** Goods in Transit Certificate and

c) supply copies of correspondence or such further particulars as may be reasonably required by **Us** including, but not limited to, evidence of ownership and/or value of any **Property** lost or damaged.

d) at all times give **Us** full co-operation.

e) allow **Us** to act as necessary for the purposes of enforcing any rights and remedies and obtaining relief or indemnity against other parties.

f) not admit or deny liability, nor make any offer, compromise, promise or payment, enter into any agreement or give any undertaking in respect of any claim without **Our** written consent

Complaints Procedure

We aim to provide **You** with a first class service. If **We** have not delivered the service that **You** expect or **You** are concerned with the service provided, **We** would like the opportunity to put things right.

Our complaints process

Initially please raise **Your** concerns with **Gladiator**.

Tel: 0800 952 1333

Fax : 0871 882 8090

Email: gladiatorquality@aisl.uk.com

If **Your** complaint is against **Us** alone, **Gladiator** will pass **Your** complaint to **Our** nominated contact within 24 hours. This will also happen if **Gladiator** believe that they cannot resolve **Your** complaint without input from **Us** or there is any query relating to the complaint. **Our** complaints procedure will then apply.

Once **We** have reviewed **Your** complaint **We** will issue **Our** business decision in writing. If upon receipt of this **You** remain dissatisfied, **You** can escalate **Your** complaint to **Our** Customer Relations

Office who will conduct a separate investigation. This will be concluded with the issue of **Our** final decision in writing.

Customer Relations Contact Details

Customer Relations Office
RSA
Bowling Mill
Dean Clough Industrial Estate
Halifax
HX3 5WA

What to do if **You** are still not satisfied

If **You** are still not satisfied, Royal & Sun Alliance Insurance plc is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and **You** may be able to refer **Your** complaint to them.

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

Tel: 0800 023 4567 (free for people phoning from a 'fixed line' (eg. a landline at home).

0300 123 9123 (free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02)

Email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Fair Processing Notice

How we use your Information

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

Who We are

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

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

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

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

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

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

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- develop **Our** services, systems and relationships with **You**;
- understand **Our** customers' requirements;
- develop and test products and services

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

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

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

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

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

Sensitive Information

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

How to contact us

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

Underwritten by Royal & Sun Alliance Insurance plc (Company No. 93792).

Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.

Authorised and regulated by the Financial Services Authority (FSA Registration number 202323).

Notes

Arranged by Able Insurance Services Ltd (Trading as Gladiator).

Authorised and regulated by the Financial Services Authority
(FSA Registration number 311649).

Underwritten by Royal & Sun Alliance Insurance plc (Company No. 93792). Registered in
England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL.
Authorised and regulated by the Financial Services Authority



This booklet is made from recycled paper.