

## Section 1 K

# Special Clauses

### Application of special clauses

Each of the following special clauses

- a) is effective only
  - i) if so stated in an endorsement applying to this section and
  - ii) to the extent stated in such endorsement
- b) is subject to the terms, exclusions and conditions of this section and this policy, except to the extent (if any) to which such terms, exclusions and conditions are expressly varied by such special clauses.

### GT1 Theft restrictions

NFU Mutual will not be liable for loss, destruction or damage as a result of theft or attempted theft of property insured from any vehicle or trailer left unattended at any time unless such vehicle or trailer

- 1) has all doors and openings closed and securely locked and the keys removed and all security devices put into full and effective operation
- 2) between the hours of 9.00 p.m. and 6.00 a.m. is
  - a) under constant surveillance by the driver, or by another responsible person authorised by the Insured, or
  - b) garaged in a securely locked building of substantial construction, or a locked compound surrounded by secure walls and/or fences.

It is warranted by the Insured that all alarm systems will

- a) be regularly serviced and maintained in accordance with the manufacturer's instructions
- b) not be removed or varied without the consent of NFU Mutual.

### GT2 Containers

This section includes loss, destruction or damage occurring during the period of insurance to any container for which the Insured is responsible (other than any container belonging to or leased or hired to the Insured), while in transit.

Provided that

- 1) such container is conveyed on a vehicle or trailer properly constructed or adapted for the conveyance of containers and is adequately fastened to such vehicle or trailer
- 2) such container is lifted from and placed on vehicles or trailers by adequate and recognised means
- 3) NFU Mutual's liability will not exceed £10,000 for any one container.

For the purpose of this special clause:

Container means a unit of containment, of solid

structure, designed for the transportation of property insured and excludes bags, boxes, cartons, casks, crates, drums, sacks, wrappers or similar items.

### GT3 Extension of geographical limits

The definition of geographical limits is replaced by the following:

Geographical limits means Great Britain, Ireland, the Isle of Man, the Channel Islands, Norway, Denmark, Sweden, Finland, France, Germany, Spain, Andorra, Portugal, The Netherlands, Belgium, Luxemburg, Liechtenstein, Switzerland, Austria, Monaco and Gibraltar (including sea journeys and journeys using the Channel Tunnel between those territories).

### GT4 Hauliers' liability cover (RHA Conditions of Carriage 1998)

Notwithstanding exclusion 5 to this section:

NFU Mutual's liability is restricted to the Insured's legal liability, as a carrier, for

- 1) loss or destruction of, or damage to, property insured, while in transit and
- 2) financial loss consequent upon
  - a) loss or destruction of, or damage to, property insured for which NFU Mutual has indemnified, or agreed to indemnify, the Insured under this section, or
  - b) accidental delay in delivery or accidental misdelivery of property insuredall occurring during the period of insurance, by reason of the acceptance, by the Insured, of property insured, for carriage subject to the standard Road Haulage Association Conditions of Carriage 1998.

Provided that

- 1) NFU Mutual's liability for loss or destruction of, or damage to, property insured will be limited to £1,300 per tonne on the gross weight of the goods actually lost, misdelivered or damaged, unless NFU Mutual has specifically endorsed a higher limit on this section
- 2) NFU Mutual will not be liable for:
  - a) financial loss consequent upon late delivery or delay where such liability has been assumed by the Insured under agreement, unless such liability would have attached in the absence of such agreement, or
  - b) sums payable under any penalty clause, unless the prior consent of NFU Mutual is obtained in writing and any additional premium required by NFU Mutual is paid
  - c) liquidated damages
  - d) loss or destruction of, or damage to, any property

owned by, held in trust or on commission by, or in the custody or control of, the Insured

- e) bodily injury to or illness of any person
- 3) NFU Mutual's liability for any one occurrence will not exceed
  - a) in respect of
    - i) any one vehicle together with every trailer attached to such vehicle, or
    - ii) any one trailer attached to a traction unit, or
    - iii) any one trailer not attached to a vehicle or traction unit,

the load limit for the item applicable to such vehicle or trailer

- b) in all, the limit for one occurrence
- 4) NFU Mutual's liability for financial loss will not exceed the amount of the carriage charges in respect of the particular consignment which is the subject of the claim made against the Insured.

If the Conditions of Carriage referred to above are set aside by court ruling, NFU Mutual's liability extends to include the Insured's legal liability at Common Law for

- a) loss or destruction of, or damage to, property insured, while in transit
- b) financial loss as described in paragraph 2 above all occurring during the period of insurance.

Provided that NFU Mutual's liability for any one occurrence will not exceed £250,000. Legal costs and expenses will be paid in addition, if incurred by the Insured with NFU Mutual's written consent.

#### **GT5 C.M.R. liability extension**

Notwithstanding exclusion 7 to this section:

NFU Mutual's liability extends to include the Insured's legal liability, as a carrier, for loss, destruction or damage, occurring during the period of insurance, to property insured, while in transit, directly arising under the provisions of the Convention on the Contract for the International Carriage of Goods by Road (C.M.R.).  
Provided that

- 1) NFU Mutual will not be liable for
  - a) delay, except solely to the extent that the Insured is liable for delay under Article 23(5) of the said Convention
  - b) any liability attaching to the Insured under any of the following Articles of the said Convention:
    - i) Article 7(3) "Liability for omission of reference to the C.M.R. Convention on the consignment note"
    - ii) Article 21 "Cash on delivery Charges"
    - iii) Article 38 "Insolvency"
  - c) any liability attaching to the Insured in consequence of surrendering rights of recovery under Article 37 by virtue of the liberty granted under Article 40 "Waiver of Recourse" of the said Convention
  - d) any liability arising from any undertaking given under either Article 24 "Declared Value" or Article 26 "Special Interest" of the said Convention, unless a specific declaration is made to NFU Mutual in writing, prior to the commencement of each

individual transit concerned, and any additional premium required by NFU Mutual is paid

- 2) NFU Mutual's liability for any one occurrence will not exceed £250,000. Legal costs and expenses will be paid in addition, if incurred by the Insured with NFU Mutual's written consent.

#### **GT6 Hauliers' liability cover (RHA Conditions of Carriage 1991)**

Notwithstanding exclusion 5 to this section:

NFU Mutual's liability is restricted to the Insured's legal liability, as a carrier, for

- 1) loss or destruction of, or damage to, property insured, while in transit and
- 2) financial loss consequent upon
  - a) loss or destruction of, or damage to, property insured for which NFU Mutual has indemnified, or agreed to indemnify, the Insured under this section, or
  - b) accidental delay in delivery or accidental misdelivery of property insured

all occurring during the period of insurance, by reason of the acceptance, by the Insured, of property insured, for carriage subject to the standard Road Haulage Association Conditions of Carriage 1991.

Provided that

- 1) NFU Mutual's liability for loss or destruction of, or damage to, property insured will be limited to a sum calculated at £1,300 per tonne on either the gross weight of the consignment carried or, where applicable, the tonnage computed in accordance with Condition 8(2)(a) or 8(2)(b) of the Conditions of Carriage referred to above, unless NFU Mutual has specifically endorsed a higher limit on this section
- 2) NFU Mutual will not be liable for
  - a) financial loss consequent upon late delivery or delay where such liability has been assumed by the Insured under agreement, unless such liability would have attached in the absence of such agreement, or
  - b) sums payable under any penalty clause, unless the prior consent of NFU Mutual is obtained in writing and any additional premium required by NFU Mutual is paid
  - c) liquidated damages
  - d) loss or destruction of, or damage to, any property owned by, held in trust or on commission by, or in the custody or control of, the Insured
  - e) bodily injury to or illness of any person
- 3) NFU Mutual's liability for any one occurrence will not exceed
  - a) in respect of
    - i) any one vehicle together with every trailer attached to such vehicle, or
    - ii) any one trailer attached to a traction unit, or
    - iii) any one trailer not attached to a vehicle or traction unit,

the load limit for the item applicable to such vehicle or trailer

- b) in all, the limit for one occurrence

4) NFU Mutual's liability for financial loss will not exceed the amount of the carriage charges in respect of the particular consignment which is the subject of the claim made against the Insured.

If the Conditions of Carriage referred to above are set aside by court ruling, NFU Mutual's liability extends to include the Insured's legal liability at Common Law for

- a) loss or destruction of, or damage to, property insured, while in transit
- b) financial loss as described in paragraph 2 above all occurring during the period of insurance.

Provided that NFU Mutual's liability for any one occurrence will not exceed £250,000. Legal costs and expenses will be paid in addition, if incurred by the Insured with NFU Mutual's written consent.

**GT7 Theft of excluded goods cover**

Exclusion 1b) of this section is inoperative.

Provided that the total value of the property described in such exclusion, at the time of the happening of loss, destruction or damage, does not exceed either

- a) 10% of the load limit stated in the specification to this section for the item applicable to the vehicle or trailer on which such property is being conveyed

or

- b) £5,000,

whichever is the less.

