

Section 1K

General Goods in Transit

(Operative only if so stated in the schedule)

Definitions

The business

As stated in the schedule

Damage

Loss, destruction or damage

Geographical limits

Great Britain, Ireland, the Isle of Man or the Channel Islands (including sea journeys between those territories).

In transit

In transit means

- a) In, on, being loaded onto or being unloaded from a **vehicle or trailer** detailed in the specification
- b) while temporarily housed for a period not exceeding 60 working days in the course of being conveyed in or on such **vehicle or trailer**

but remaining within the **geographical limits**.

Load Limit

As detailed in the schedule.

One occurrence

One occurrence (or series of directly or indirectly from one source or original cause) giving rise to loss, **damage**, costs or expenses.

Property insured

Goods or merchandise belonging to the Insured, or for which the Insured is responsible, and pertaining to the **business**.

Trailer

A trailer owned by, or hired or lent to, the Insured and used by the Insured.

Vehicle

A motor vehicle owned by, or hired or lent to, the Insured and used by the Insured.

Cover

If, during the **period of insurance, property insured** sustains **damage** while **in transit, NFU Mutual** will either

- a) pay the the value of such **property insured** at the time of damage, or the cost of repair, or
- b) at its option, reinstate or replace such **property insured** or any part of it

Provided that the liability of **NFU Mutual's** (excluding under cover extensions) 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**.

Exclusions

NFU Mutual will not be liable for

- 1) a) **damage** to deeds, bonds, bills of exchange, promissory notes, bank or treasury notes, money, securities for money, documents of title to property, precious or semi-precious metals or stones, jewellery, watches, furs, bullion, explosives or dangerous goods, or
- b) theft or attempted theft of non-ferrous metals, tobacco goods, wines, spirits, perfumery, audio and television equipment, photographic equipment and accessories, computers and ancillary equipment, tapes, CDs and DVDs unless specifically mentioned in the schedule
- c) documents, manuscripts, business books and computer systems records, except for the cost of the materials and of clerical labour and computer time expended in reproducing such records
- d) patterns, models, moulds, plans and designs, except for the cost of the materials and of labour expended in reinstating such property
- e) damage to livestock
- 2) **damage**, caused by or resulting from
 - a) wear and tear, vermin, insects, moth or inherent vice or defect
 - b) theft by employees, unless discovered within seven days of its occurrence
- 3) **damage**, accidental discharge, collision or overturning caused by or resulting from
 - a) confiscation, detention, seizure or destruction by customs or other officials or authorities
 - b) riot, strike or civil commotion happening in Ireland
- 4) **damage** to
 - a) property belonging to the Insured, resulting from clerical errors or omissions, inadequate or inaccurate documentation or deliveries wholly or

- partly to the wrong consignee
- b) property for which the Insured is responsible, resulting from
 - i) any error, act, omission, mis-statement or misrepresentation by the owner of the property or by servants or agents of the owner
 - ii) insufficient or improper packing, labelling or addressing
 - c) **property insured** while temporarily housed or stored at a rental or under contract for storage and/or distribution
- 5) consequential loss or delay of any kind
- 6) damage caused by or resulting from
- a) damp, mildew, rust, oxidisation, frost, contamination, evaporation, taint or shortage in weight
 - b) electrical or mechanical derangement or breakdown
 - c) breakdown, malfunctioning or incorrect setting or operation of refrigeration, cooling or heating machinery or insufficiency of insulation,
- unless as a direct consequence of fire, theft or attempted theft, collision involving the conveying **vehicle or trailer**, or overturning of such **vehicle or trailer**
- 7) any liability arising under the Convention on the Contract for the International Carriage of Goods by Road (C.M.R.)
 - 8) **damage** to the **property insured** while **in transit** in a **vehicle or trailer** operated by a sub-contractor engaged by the Insured
 - 9) the amount shown in the specification as the excess, being the amount for which the Insured will be responsible in respect of any **one occurrence**, after the application of any underinsurance condition.

Cover Extensions

1 Additional costs

This section includes costs and expenses necessarily and reasonably incurred by the Insured and relating to

- a) the removal of debris and clearance of the site following destruction of or **damage** to, **property insured**, while **in transit**
- b) the reloading of any **vehicle or trailer** detailed in the schedule as a direct consequence of the accidental discharge of **property insured** while in or on such **vehicle or trailer**, within the **geographical limits**

- c) the transfer, to another **vehicle or trailer**, of **property insured**, while **in transit**, as a direct consequence of a collision involving the conveying **vehicle or trailer**, or the overturning of such **vehicle or trailer**,

all occurring during the **period of insurance**.

Provided that **NFU Mutual's** liability under this extension for any **one occurrence** will not exceed in respect of any vehicle £2,500, or the **load limit**, whichever is the less.

2 Drivers' personal effects

If and so far as they are not otherwise insured, this section includes **damage** occurring during the **period of insurance** to personal effects belonging to the Insured, or any employee of the Insured, while **in transit**.

Provided that

- a) The **NFU Mutual's** liability under this extension for any **one occurrence** will not exceed £500 in respect of any one person
- b) **NFU Mutual** will not be liable for loss, destruction or **damage** in respect of mobile phones, audio and television equipment, tapes, CDs and DVDs jewellery, watches, money, tickets, documents and stamps.

3 Sheets and ropes

This section includes **damage** occurring during the **period of insurance** to sheets, tarpaulins, ropes, chains and pallets, while **in transit**.

Provided that **NFU Mutual's** liability under this extension for any **one occurrence** will not exceed, in respect of any one **vehicle or trailer**, £ 1,000, or the **load limit**, whichever is the less.

4 Vehicle Substitution

This section extends to include a **vehicle or trailer** replacing a **vehicle or trailer** detailed in the schedule provided the details of any permanent **vehicle or trailer** are supplied to **NFU Mutual** as soon as possible

Special Conditions

1 Reinstatement or replacement

If **NFU Mutual** elects, or becomes liable, to reinstate or replace any **property insured** it will not be bound to reinstate or replace exactly or completely, but only as circumstances permit and in a reasonably sufficient manner. **NFU Mutual** will not in any case be bound to expend, in respect of such **property insured**, more than the **load limit**

2 Underinsurance

If the **load limit** applying to any **vehicle or trailer** at the time of **damage** is less than the value of the **property insured** in or on such **vehicle or trailer**, then **NFU Mutual** will be liable for only that proportion of the amount of the **damage** to such **property insured** which the **load limit** bears to the value.