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## Goods in Transit Insurance

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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. 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 rateable 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 Síochána 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 (subject to evidence of purchase) 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) on the Vehicle owned or operated by the Insured specified in the schedule while being loaded upon carried by temporarily housed upon or being unloaded from such vehicle
- b) while kept overnight in a locked private dwelling house, building or garage

Provided that the liability of the Company in respect of any claim arising out of any one event shall not exceed the Total Sum Insured

## **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
- 4 Property warehoused at a rental or under a contract for storage and distribution
- 5 Living creatures, 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) in any vehicle which is being used outside the normal course of the Business for social domestic or pleasure purposes
  - B) 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 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

## **EXCLUSIONS - continued**

**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 contamination 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, agriculture, medical, scientific or other similar peaceful purposes

**13** 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

**14** Damage to Property directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds



## **INTERPRETATIONS**

### **Insured's Contribution**

The Euro amount as stated in the schedule of each and every claim arising out of any one event (as ascertained after the application of the Under Insurance 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 as described in the schedule belonging to or for which the Insured is responsible incidental to the Business.

### **Territorial Limits**

Republic of Ireland and Northern Ireland

## **SPECIAL CONDITIONS**

### **1 References**

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

### **2 Under insurance**

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 rateable share of the Damage accordingly

### **3 Substitution of Vehicle**

The insurance provided by this policy relates solely to the vehicle specified in the Vehicle Details of the Certificate of Insurance

However, the Company will provide indemnity in respect of

- a) a vehicle temporarily substituted for the vehicle described in the Certificate of Insurance while it is temporarily out of use for maintenance repair or official testing
- b) a permanent replacement vehicle provided the vehicle make, model and registration number are advised to the Company within seven days

subject to the same Limit of Indemnity and Vehicle Security Requirements.

### **4 Vehicle Security Requirements**

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 the 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 or if the vehicle is alarmed and is parked on the Insured's or Insured driver's driveway off road and adjacent to the private house in a well lit area.

## Customer Complaints Procedure

We are committed to providing our customers with a high standard of service at all times. If you have a complaint in connection with company service, the details of your policy, perceived conflict of interest or treatment of a claim please contact your Insurance Broker or our Customer Service team at;

RSA Insurance Ireland DAC  
RSA House  
Dundrum Town Centre  
Sandyford Road  
Dublin 16  
D16 FC92.  
Telephone: 1890 290 100 Outside Ireland: 00353 1 290 1000  
Email: complaints@ie.rsagroup.com

In the event of your complaint not being resolved to your satisfaction you may contact The Insurance Information Service, Insurance Ireland, Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, DO1 E7E8. Telephone (01) 676 1820 or the Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone 1890 882 090 or (01) 662 0899.

## Data Protection Notice

RSA Insurance Ireland DAC recognise that protecting personal information, including sensitive personal information, is very important and we recognise that our policyholders have an interest in how we collect, use and share such information.

Please read the following carefully as it contains important information relating to the information that is provided to us in connection with this insurance policy, either by or on behalf of the policyholder. If information is provided relating to any individual, the Policyholder is responsible for obtaining the individual's consent to the use of their data in the manner outlined below.

### What does RSA do with Personal Data?

Information provided will be used by RSA for the purposes of processing the application for insurance and administering the insurance policy. RSA may require sensitive data relating to individuals (such as medical, health or conviction data) in order to process the application and/or any claim made. By providing such data you explicitly consent to it being retained and used and verified by RSA for the purposes set out in this Notice.

While RSA may disclose data to the policyholder and to any individuals related to the policy or their representatives, all information supplied will otherwise be treated in confidence by RSA. In particular, RSA will not disclose personal data to any third parties except

- a) to our agents, subcontractors and re-insurers
- b) to third parties involved in the assessment, administration or investigation of a claim,
- c) where consent has been received or
- d) where required or permitted by law.

In order to provide policyholders with products and services this information will be held in the data systems of RSA or our agents or subcontractors.

RSA may pass information to other companies for processing on our behalf. Some of these companies may be based outside the EEA, but in all cases RSA will ensure that its transfers of data are lawful and that information is kept securely and only used for the purposes for which it was provided. Calls to RSA may be recorded for quality assurance or verification purposes.



### **Fraud prevention, detection & claims history**

In order to prevent and detect fraud and the non-disclosure of relevant information RSA may at any time:

- Share or verify information with companies within the RSA Insurance Group, other organisations outside the RSA Insurance Group including where applicable private investigators and public bodies including An Garda Síochána;
- Check and / or file details with fraud prevention agencies and databases, and if false or inaccurate information is given to us and we suspect fraud or a breach of a policy condition, we will record this. RSA may also search these agencies and databases to:
  - a) Help make decisions about the provision, refusal and administration of insurance and related services for the policyholder and/or any person relevant to the policy (e.g. named drivers).
  - b) Trace debtors or beneficiaries, recover debt, prevent fraud and to manage accounts or insurance policies;
  - c) Check identity to prevent money laundering, unless other satisfactory proof of identity is supplied to us;
  - d) Undertake credit searches and additional fraud searches.

### **Insurance Link Database**

Information about claims (whether by our customers or third-parties) made under policies that we provide is collected by us when a claim is made and is placed on an insurance industry database of claims known as Insurance Link. This information may be shared with other insurance companies, self insurers or statutory authorities. This information includes the claimant's name, address and date of birth and the type of injury or loss suffered.

Insurance companies share claims data:

- a) to ensure that more than one claim cannot be made for the same personal injury or property damage
- b) to check that claims information matches what was provided when insurance cover was taken out
- c) when required, to act as a basis for investigating claims when our recorded information is incorrect or when we suspect that insurance fraud is being attempted.

The purpose of Insurance Link is to help us identify incorrect information and fraudulent claims and, therefore, to protect customers. RSA also reserve the right to use Insurance Link information at underwriting stage. More information about Insurance Link can be found at [www.inslink.ie](http://www.inslink.ie)

Guidelines for sharing your information with other insurance companies, self-insuring organisations or statutory authorities are contained in the Data Protection Commissioner's Code of Practice on Data Protection for the Insurance Sector which is available at [www.dataprotection.ie](http://www.dataprotection.ie).

Under the Data Protection Acts 1988 and 2003 you have a right to know what information about you and your previous claims is held on Insurance Link. If you wish to exercise this right, then please contact us at the address below.

### **How to contact us:**

On payment of a small fee an individual is entitled to receive a copy of the information we hold about them and to seek rectification of any inaccurate data. If you have any questions, or you would like to find out more about this notice you can write to the Data Protection Officer, RSA Insurance Ireland DAC, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.