



# Transit Freight Policy Schedule

## Important information

### Your duty to make a fair presentation of the risk

You must make a fair presentation of the risk to us when you take out, renew or vary your policy. This means that you must tell us about all facts and circumstances which may be material to the risks covered by your policy in a clear and accessible manner. Material facts are those which are likely to influence us in the acceptance or assessment of the terms or pricing of your policy. If you are in any doubt as to whether a fact is material, you should tell us about it.

If you fail to make a fair presentation of the risk, where that failure is deliberate or reckless, or where, we would not have issued, renewed or varied your policy had you told us about a material fact or circumstance, we may treat your policy as if it had not existed and refuse to pay any claims. In other cases, we may only pay part of the value of your claim or impose additional terms.

For these reasons, it is important that you check all of the facts, statements and information set out in this document and any other information provided are complete and accurate, and that you have answered any questions completely and accurately. If there is more than one person involved in your business or employed by you, you should check with them where appropriate that the facts and statements that you make are complete and accurate.

If any of the facts, statements or information about you or your business are incomplete or inaccurate, you must contact your insurance broker immediately. Failure to do so could invalidate your policy or lead to a claim not being paid.

This insurance Policy exists to indemnify the named Insured on the Schedule, for their legal liability, as defined within their conditions of trading, following physical damage or loss of goods in their custody and/or control, as per the terms and conditions set out within this policy.

This Policy is a legal contract, therefore please ensure it meets your requirements. If it does not, please contact your insurance adviser as soon as possible to make the required changes.

AXA Insurance UK Plc Registered in England No 78950. Registered Office: 20 Gracechurch Street, London EC3V 0BG  
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Victor - Transit Freight Schedule v2 01 04 2021



<b>Policy Number</b>	HL BDX 6472404/DUFR4486		
<b>Policy Form Reference</b>	Transit Freight - AXA - Policy Wording v4 01 04 2021		
<b>Insured</b>	Chats Limited		
<b>Address</b>	Silverwood Lodge, Orchard Avenue, Ramsden Bellhouse, Billericay	<b>Postcode</b>	CM11 1PH
<b>Effective Date(s)</b>	01/05/2021		
<b>Renewal Date</b>	01/05/2022		
<b>Reason for Issue</b>	Renewal		
<b>Broker</b>	Jelf Insurance Brokers Limited t/a Marsh Commercial (Worcester Enterprise Business Unit)		
<b>Issued By</b>	Victor Insurance, 14 Kings Court, Newmarket, Suffolk, CB8 7SG		
<b>Underwritten By</b>	100% AXA Insurance UK Plc		

**Insured's Business Description** International Transporters and Freight Forwarders

**Type of Goods** General including scrap metal

<b>Class of Traffic</b>	<b>Bases of Cover</b>	<b>Sum Insured</b>	<b>Annual Charge(s) or Registration Number(s)</b>
BIFA	See Endorsement AXAFR79	£350,000	£600,000
European CMR	A F G	£350,000	Included above
RHA £1,300 per tonne	A B G	£40,300	Included above

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**Territorial Limits**

**Territory:**

**Covered?**

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland.

Insured

Western Europe excluding Italy as defined in the Policy.

Insured

Western Europe including Italy as defined in the Policy.

Insured

Continent of Europe including Italy as defined in the Policy.

Insured

Other - as stated below

Insured

Worldwide in respect of BIFA

**Limits**

Limit Any One Loss / Any One Occurrence

£1,000,000

Unwitting CMR - Limit any one Vehicle

£350,000

**Optional Cover /  
Special Extensions**

Temperature controlled goods

Not Insured

Trailers

Not Insured

Contra of Account

Not Insured

Strikes Contingency

Not Insured

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## Standard Excesses

Goods	£250
Containers	£250
Errors and Omissions	£250

### The following are only applicable if cover is shown in the Schedule

Temperature controlled goods	£500
Trailers	£500
Unattended theft claims in Italy/Morocco	£500

## Special Terms / Endorsements

### AXAFR70 - Thief Attractive Goods Limit Amendment Clause

The limit in Cover 10 Thief Attractive Goods is amended to read £150,000

### AXAFR73 - Commercial Considerations Clause

This insurance is hereby extended to indemnify You in excess of the pecuniary limit(s) of liability in the trading conditions or contract terms between You and Your customers where You deem it commercially expedient to exceed any such limit(s), PROVIDED

1 any claim hereunder is made by or with the express agreement of a director or partner

2 You will in no case give any assurance or undertaking to any claimant or other party with regard to the applicability of this extension or any of its provisions.

This extension does not apply to liability incurred under the Carriage of Goods by Road Act 1965 or any amendments.

This extension is subject to a limit of indemnity of £25,000 (including legal costs and interest) any one claim and in the aggregate in any one period of insurance.

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### **Profit Commission Clause**

Insurers will allow the Insured a commission of 25% of the profits arising from this insurance. The profit is defined as 70% of gross premium, less paid and outstanding claims and fees.

However, any bonus which is payable is subject to this insurance being renewed with the same Insurers through Victor Insurance for a further 12 months.

### **AXAFR71 - Non-Incorporation of Contract Conditions Clause**

We agree to indemnify You to the extent to which You have a liability at common law if You have failed to incorporate the Contract Condition/s shown in your schedule into Your contract with Your customer provided that:

a) You intended to trade under such contract conditions and took reasonable steps to notify  
Your customers of their application

and

b) the failure to notify Your customer of such contract conditions was due to an error and You  
can prove to our satisfaction that You had established procedures for such notification to be  
given to Your customers and that all employees had been instructed in writing by You to  
follow such procedures

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#### **AXAFR79 - BIFA 2005 - Basis of Cover Extension Clause**

In respect of work that You undertake under BIFA 2005 contract terms this Policy is extended to insure You for loss of or Damage to Goods in transit in connection with the business occurring within the Territorial Limits stated below during the period of insurance to the extent to which there is liability upon You under the conditions of the British International Freight Association (2005 Edition).

You will not accept any liability beyond that provided by the B.I.F.A conditions without first obtaining Our approval but in any event We will not be responsible for claims arising from "Article 26 (d) - Insureds Acceptance of Higher Limits" unless You have made special arrangements with Us in writing.

Subject otherwise to the terms Conditions and Exclusions of Your Policy.

#### **Territorial Limits**

Worldwide excluding Afghanistan Angola Ethiopia Iran Iraq Rwanda Lebanon Liberia Libya Malawi Nigeria Philippines Somalia Sudan Yemen all former Yugoslavian States (Bosnia Herzegovina Croatia, Estonia Macedonia Serbia Slovenia) and all former USSR states (Armenia Azerbaijan Byelorussia Georgia Kazakhstan Kirgizstan Kosovo Latvia Moldova Russia Siberia Tajikistan Turkmenistan Ukraine Uzbekistan Vojvodina Lithuania).

The monetary limit whilst carrying Goods under BIFA Conditions 2005 is 2 SDR's per kilo

The maximum amount that We will pay under this Extension in connection with any loss is

£350,000 Limit any one Vehicle

£1,000,000 Limit any one Occurrence

#### **Restricted Goods**

Excluding mobile phones and computer chips absolutely. Full loads of spirits, cigarettes and tobacco products are subject to confirmation prior to transit that they are fully covered by subcontractor's own insurance.

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### **AXAFR123a - Disease Exclusion**

The following Definitions apply to this exclusion in addition to those included in the Policy Definitions.

#### **Communicable Disease**

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where the

- a) substance or agent includes but is not limited to a virus bacterium parasite or other organism or any variation whether deemed living or not and
- b) method of transmission whether direct or indirect includes but is not limited to airborne transmission bodily fluid transmission transmission from or to any surface or object solid liquid or gas or between organisms and
- c) disease substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to deterioration of loss of value of marketability of or loss of use of property.

#### **Time Element Loss**

Business interruption contingent business interruption or any other consequential losses.

The following exclusion is added to the Exclusions under Your Policy.

#### **Disease Exclusion**

Notwithstanding any provision to the contrary within this Policy no cover is provided under this Policy for any loss damage claim cost or expense of whatsoever nature directly or indirectly caused contributed to by resulting from arising out of or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Subject to the other terms conditions and exclusions contained in this Policy this Policy will cover physical damage to Property insured and any Time Element Loss directly resulting therefrom where such physical damage or Time Element Loss is covered by this Policy and is directly caused by or arising from any of the following perils: fire lightning explosion aircraft or other aerial devices or articles dropped from them or impact by any road vehicle or animal storm earthquake flood subsidence landslip landslide riot riot attending a strike civil commotion vandalism and malicious persons theft escape of water from any tank apparatus or pipe leakage of oil from any fixed heating installation.

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