



“Goods in Transit Scheme Summary of Cover”

Policyholder: Palletforce Ltd, Centrum Park, Callister Way, Burton on Trent, Sattfs, DE14 2SY

Insurer: Royal & Sun Alliance Insurance plc

Policy Number: RKK519426

Period of Insurance: 1st September 2018 to 31st August 2019

Cover: Loss or Damage to goods due to pass through the Palletforce network in the custody or control of members or approved subcontractors whilst being carried or during the course of loading or unloading or whilst being stored in course of transit and for which you are legally liable under the terms of trading applicable.

Conditions of Carriage / Type of Work Covered	Maximum Sum Insured
RHA Conditions Amended to £5,000 per ton*	£500,000
UK & Continental CMR (8.33 SDR's per kilo)	£500,000
Subcontracted Work	£500,000
RHA Storage Conditions	£500,000

** If your contract conditions with your customer limit your liability to less than this (e.g. standard RHA conditions at £1,300 per ton) then the lower of the amounts will be used in any claims settlement.*

**Increased cover limits are available up to £25,000 per ton or per pallet under both RHA & CMR movements, subject to evidence of the uplift prior to commencement of a journey and payment of the respective additional premium.*

Excess: Claims between £300 - £4,999 are paid out of the self-insured fund but claims over £5,000 are paid by the insurance policy with Royal & Sun Alliance

Aggregate Limit: £3,000,000 any one incident (at the hub)

Uplifted Cover: The limits of liability can be increased for specific pallet movements as per the following costs and codes to enter into the Alliance system.

RHA	Per pallet or or per tonne	Nature of goods	Rate payable in addition to standard rate	Alliance system code
Up to £5,000	per tonne	all		5
£5,001 to £10,000	per tonne	all	75p	10
£10,001 to £15,000	per tonne	non-attractive	£1.50	15
£10,001 to £15,000	per tonne	attractive	£10.00	15A
£15,001 to £25,000	per tonne	non-attractive	£25	25
£15,001 to £25,000	per tonne	attractive	£50	25A
up to £10,000	per pallet	all	£5.25	10P
up to £15,000	per pallet	non-attractive	£10	15P
up to £15,000	per pallet	attractive	£25	15PA
up to £25,000	per pallet	non-attractive	£25	25P
up to £25,000	per pallet	attractive	£50	25PA

CMR

Standard CMR	n/a	all	n/a	5
up to £15,000	either	all	£25	15C
up to £25,000	either	all	£50	25C

Thief Attractive Goods Definition

Bottled perfumes Bottled spirits
 Clothing and Footwear
 TV's, cameras, audio/ visual equipment
 Computers and associated hardware or software and accessories Non-ferrous or precious metals or stones
 Jewellery and watches (individually over £50) Tobacco products
 Mobile phones and electronic accessories Sat Nav equipment

Main Extensions:

Common Law	Common Law Liability where trading conditions set aside. Limit £250,000 You must be able to show that you have a system in place to incorporate conditions which is used habitually but failed on the occasion due to an error.
Errors & Omissions	Errors & omissions protection £100,000 limit.
Consequential Loss	Financial losses consequent upon damage or delay (not applicable to a specific delivery time) provided your terms and conditions exclude liability for financial loss or limit your liability to two times the carriage charges involved. Limit £250,000.
Redirection Costs	Reasonable additional freight costs incurred by the insured in redirecting misdirected cargo as a result of an internal error. Extra costs for an expedited method of transport are also insured but only where pre-agreed by insurers. Limit in any one policy year is £10,000.
Mitigation costs	Reasonable costs to minimise a claim under this policy which is higher than the policy excess, where specifically agreed by the insurer in advance.

Main Endorsements:

High Risk & Thief Attractive Property Cover	<p>The terms relating to thief attractive property and the maximum amount we will pay for all claims arising out of any one event is:</p> <p>£50,000 for all claims for high risk property.</p> <p>This event limit will not apply to high risk property or thief attractive property:</p> <ol style="list-style-type: none">1. entrusted to subcontractors or2. if you can prove to insurer's satisfaction that neither you nor any employees had any means of knowing that such property was being carried, handled or warehoused. <p>"high risk property" means: precious metals and/or stones and/or articles made of or containing them; living creatures; watches (individually over £25,000); processed tobacco; tobacco products; palm-top (but not laptop, tablet or slate computers); mobile and smart portable telephone equipment and similar; microchips, microprocessors, memory in component form and central processing units and/or similar.</p> <p>£75,000 for theft claims of thief attractive property.</p> <p>"thief attractive property" means: bottled perfumery; bottled spirits; clothing; footwear; televisions, digital cameras, audio visual equipment, games consoles and/or associated pre-recorded media; computer equipment (including lap-tops, tablets and slate computers), associated software, electrical and/or electronic accessories; non-ferrous metals in sheet, bar, tube, ingot, coil, scrap or similar form.</p> <p>These limits will not apply to property entrusted to subcontractors or if you can prove to the insurer that you had no means of knowing that such property was being carried, handled or warehoused.</p> <p>These conditions may be altered for specific contracts where referred to elsewhere in the schedule</p> <p>The total limit for any combination of the above defined property on any one vehicle is £150,000</p>
Sub Contractors Clause	<p>If you pass property to a sub-contractor you should :</p> <ol style="list-style-type: none">1. Maintain a system to ensure you check your sub contractors insurance cover annually.2. Ensure the Sub-contractor accepts the same limit of liability as your own and has insurance cover at least equivalent to your own.3. If there is a claim for loss or damage to property, you should direct the claim against the sub-contractor but still notify the claim in the normal way. <p>If you fail to comply with this condition you are insured but only up to the standard default limit (RHA £1,300 per tonne).</p> <p>The policy also extends to provide cover up to your standard contracted limit (RHA £5,000 per tonne or CMR where applied by contract) but a 10% excess applies to any claim under this extension and there is an aggregate limit of £50,000 applying to any such claims in the course of each 12 month policy period.</p>
Interest of Members	<p>The interest of Members of Palletforce Ltd is included in this Policy but only in respect of:-</p> <ol style="list-style-type: none">1. Property carried/handled by them that is manifested through the Palletforce Network hub and2. Those members who are domiciled in the United Kingdom or Belgium
Additional Claims Condition - Concealed damage clause	<p>We will not use any unclausured "proof of delivery" document as the sole evidence of either the quantity or quality of any delivered property to repudiate liability to any customer/principal on your behalf provided</p>

	<p>that:</p> <ol style="list-style-type: none"> 1. the claim was otherwise notified and made in accordance with the terms of the applicable contract conditions and 2. it is demonstrated to our satisfaction that such damage was not reasonably evident at the time of delivery
Volumetric Basis of Settlement	The policy makes provision for claims to be settled on a volumetric basis under RHA 1991 or RHA 1998 where the contract with the customer makes express provision for this. The policy indemnity limits are unchanged.

Main Exclusions:

Consequential Loss	Consequential loss except 23 (5) CMR or 11 (2)RHA
Defective Packing	Damage due to defective or inadequate packing or labelling unless done by the insured
Deterioration	Damage to a consignment due to change in temperature or leakage of refrigerant. However cover is provided in respect of goods being carried in a temperature controlled vehicle or trailer during road transit where this is a failure of the refrigeration equipment.
Excluded Goods	Cash, bonds etc, Living creatures and Dangerous Goods NB Dangerous goods acceptable in certain circumstances (eg where not falling within ADR Regulations) as per PalletFORCE own Service Agreement Rules.
Fine & Penalties	Civil or Criminal Fines or Penalties imposed by law, Punitive or exemplary Damages or any amount for which you are not legally liable or which may be deemed uninsurable by law.
Late delivery	Loss of market value due to delay or late delivery
Terrorism	Cover provided under the policy excludes any Acts of Terrorism other than in respect of storage where cover is limited to £100,000 any one event..
Contract for Storage	liability for goods being held under a contract for storage.
War, Government and Nuclear Risks	<p>Insurers will not pay claims for damage, liability loss or expense of whatsoever nature caused by, or contributed to by, or arising from:</p> <ol style="list-style-type: none"> a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), military or usurped power, civil commotion, revolution, rebellion, insurrection or civil war. b) confiscation, requisition or damage by order of any government or other officials or authorities c) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel d) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter e) the radioactive, toxic, explosive or other hazardous or contaminating properties of any <ol style="list-style-type: none"> 1. nuclear installation, reactor or other nuclear assembly or nuclear component thereof 2. 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, agricultural, medical, scientific or other similar peaceful purposes.
Mechanical or electrical breakdown	Mechanical, electronic or electrical failure or derangement of the cargo

