

TRANSIT INSURANCE

**PLEASE READ THIS POLICY (AND THE SCHEDULE WHICH
FORMS AN INTEGRAL PART OF THE POLICY) TO ENSURE
THAT IT MEETS YOUR REQUIREMENTS**

RSA House
Dundrum Town Centre
Sandyford Road
Dundrum, Dublin 16
Telephone: 1890 290 100
Facsimile: (01) 290 1001

RSA Insurance Ireland Limited (herein referred to as “the Company”) and the Insured agree that

This Policy the Schedule (including any Schedule issued in substitution) and any Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

The Proposal or any information supplied by the Insured shall be incorporated in the contract

The Company will provide the insurance described in this Policy 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

All monies which become payable by the Company under this policy shall in accordance with Section 93 of the Insurance Act 1936 be paid in the Republic of Ireland

All amounts in this Policy are in Euro unless specifically stated to the contrary

Stamp Duty has been or will be paid in accordance with the provisions of Section 113 of the Finance Act 1990

Provided that this Policy shall not be in force unless it has been initialled by an authorised official of the Company

RSA is a registered business name of RSA Insurance Ireland Limited. RSA Insurance Ireland Limited is regulated by the Financial Regulator. The underwriter is RSA Insurance Ireland Limited which is a member of the RSA Group. RSA Insurance Ireland Limited, RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16. Tel: 1890 290 100. Outside Ireland Tel: + 353 1 290 1000

A handwritten signature or set of initials, possibly "PS", written in black ink.

Initialled

A handwritten signature in black ink, appearing to read "Philip Smith".

Philip Smith
Chief Executive Officer
RSA Insurance Ireland Limited

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

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 €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

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 anxious to provide the highest quality of customer service at all times. We are eager therefore to learn about any aspect of our service or products not meeting customer expectations.

If you have a complaint in connection with company service, the details of your policy or treatment of a claim please contact your insurance broker or contact our Customer Service Manager,

RSA Insurance Ireland Ltd,
RSA House,
DundrumTown Centre,
Sandyford Road,
Dublin 16
Tel: 1890 290 100
Outside Ireland Tel: +353 1 290 1000

In the event of the issue not being resolved you may contact:

- The Insurance Information Service of the Irish Insurance Federation,
39 Molesworth St,
Dublin 2
Tel: 01-676 1820
- Financial Services Ombudsman's Bureau,
3rd Floor,
Lincoln House,
Lincoln Place,
Dublin 2
Tel: 1890 88 20 90 or 01-662 0899

Following the above procedures does not in any way affect your right to take legal action