



# HAULAGE eSOLUTIONS

Policy



This policy is a contract between You and Us.

This policy and any Schedule and/or endorsements should be read as if they are one document.

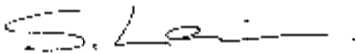
Our acceptance of this risk is based on the information presented to Us being a fair presentation of Your business including any unusual or special circumstances which increase the risk and any particular concerns which have led You to seek insurance.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment there to.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

We will provide the insurance described in this policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which You shall pay and We shall agree to accept the premium.

A handwritten signature in black ink, appearing to read "S. Lewis".

Steve Lewis  
Chief Executive, UK & Western Europe  
Royal & Sun Alliance Insurance plc

# Contents

Section	Page
<b>Definitions</b>	<b>4</b>
<b>Section 1 Cargo Liability and Extensions</b>	<b>8</b>
Cover	
Optional Extensions	
Exclusions	
Conditions	
<b>Section 2 Employers' Liability</b>	<b>14</b>
Cover	
Exclusions	
Conditions	
<b>Section 3 Public/Products Liability</b>	<b>16</b>
Cover	
Exclusions	
Conditions	
<b>Section 4 Legal Defence Costs</b>	<b>19</b>
Cover	
Exclusions	
Conditions	
<b>General Conditions</b>	<b>21</b>
<b>Claims Conditions</b>	<b>23</b>
<b>Our Commitment to Customer Service</b>	<b>24</b>
<b>Fair Processing Notice</b>	<b>25</b>
<b>Employers' Liability Tracing Office</b>	<b>26</b>

## Definitions

The following expressions shall have the meanings set out below wherever they appear in this policy, the Schedule and any endorsements. Words denoting the singular shall include the plural and vice versa.

### Asbestos

Crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite, or fibrous tremolite or any mixture containing any of those minerals

### Asbestos Containing Materials

Any material containing Asbestos or Asbestos Dust

### Asbestos Dust

Fibres or particles of Asbestos

### Attended

Under Constant Surveillance or loaded upon a Vehicle which is occupied by You, an Employee, a Subcontractor or Subcontractor's employee

### Authorities

Any central or local government or agency of such government

### BIFA

The edition of the British International Freight Association Standard Trading Conditions shown in the Schedule or any earlier edition

### Business

Contractor engaged in Road Transport conducted solely from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man including:

- A) ownership, repair and maintenance of Your own property
- B) provision and management of canteen, social, sports and welfare organisations and first aid ambulance and medical services for the benefit of any Person Employed
- C) fire and security services maintained solely for the protection of premises owned or occupied by You
- D) private work undertaken by any Person Employed for any of Your directors or partners or Employees with Your prior consent
- E) attendance at or participation in trade fairs, shows and exhibitions by any Employee or director in connection with their employment
- F) the provision of car parks
- G) the provision of sponsorship of events and sponsorship of individuals
- H) repair or servicing of vehicles other than on a commercial basis
- I) attendance at or participation in trade fairs shows and exhibitions by any Employee or director in connection with their employment
- J) former activities of Yours as declared and agreed by Us

but in respect of Section 2 shall not include any work undertaken Offshore

### British Isles

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, the off-shore islands and the Republic of Ireland

### Cargo

Goods and/or merchandise (but not Containers and/or Trailers) in Your or any Subcontractor's care, custody or control for reward for the purposes of Road Transport

### CMR

The Convention on the Contract for the International Carriage of Goods by Road

### Consequential Loss

Business interruption, increased cost of working, loss of production, loss of profits, loss of market and/or any other type of indirect or financial loss

### Container

Any demountable carrying unit (including any ISO container, tank container or flat rack)

### Data

Information represented or stored electronically including, but not limited to, code or series of instructions, operating systems, software, programs and firmware

### Employee

Any:

- A) person under a contract of service or apprenticeship with You or
- B) self employed person providing You with labour only or
- C) person hired to or borrowed by You (including those supplied by employment agencies on a temporary basis)

### Europe (Category A Countries)

Andorra, Austria, Belgium, the British Isles, Denmark, France, Germany, Gibraltar, Italy, Liechtenstein, Luxembourg, Monaco, the Netherlands, Norway, Portugal, San Marino, Spain, Sweden and Switzerland

### Europe (Category B Countries)

Europe (Category A Countries) plus Albania, Bosnia Herzegovina, Bulgaria, Croatia, the Czech Republic, Estonia, Finland, the Former Yugoslav, Republic of Macedonia, Greece, Hungary, Kosovo, Latvia, Lithuania, Montenegro, Poland, Romania, Serbia, Slovakia, Slovenia, and Turkey (west of the Bosphorus only)

### Event

Any one occurrence or all occurrences of a series consequent upon or attributable to one originating cause

### Excess

The amount for which You are responsible for each and every claim arising out of any one Event

## Excluded Goods

- A) Money, securities for money, negotiable instruments, savings stamps, unused postage stamps and/or anything of a similar nature
- B) Living creatures other than Livestock or poultry
- C) Precious metals and/or precious stones

## FTA

The edition of the Freight Transport Association Conditions for the Carriage of Goods by Road in the United Kingdom shown in the Schedule or any earlier edition

## Full Responsibility

Any contract for Road Transport (other than a contract which is subject to CMR) where You:

- A) do not use contract conditions and do not wish to restrict Your liability for loss or damage to common law or
- B) use contract conditions but do not wish to restrict Your liability for loss or damage by application of their terms

## Geographical Limits

The geographical limits shown in the Schedule

## Incorrectly Received Goods

Goods and/or merchandise (but not Containers and/or Trailers) in Your care, custody or control having been mistakenly identified by You or any Employee as Cargo

## Injury

- A) in respect of Sections 2 (Employers' Liability) and 4 (Legal Defence Costs) (Part A) – bodily injury, death, disease or illness
- B) in respect of Sections 3 (Public/Products Liability), and 4 (Legal Defence Costs), (Part B) – bodily injury, mental injury, death, disease, illness, wrongful arrest or false imprisonment

## Insured Contracts

The contract conditions (including CMR and/or any other conventions which You have agreed with Your Customer and which would not have applied in the absence of such agreement) shown as covered in the Schedule

## Insured Conventions

The conventions shown as covered in the Schedule

## Insured Trailers

- A) Trailers owned by or hired, leased or loaned to You
- B) Other Trailers which You have been instructed to insure or for which You have contracted to provide indemnity or accept responsibility

provided that the Insured Trailers Extension is shown as covered in the Schedule

## Legal Costs

Any costs awarded against You or otherwise payable by You to other parties and Your legal fees, costs and expenses but only:

- A) in respect of that part of any dispute agreed by Us to be covered by this policy and
- B) where We have exercised Our option under Claims Condition 5 to take over and conduct in Your name investigation, negotiation, settlement of and litigation in respect of the claim

## Limit of Indemnity

The maximum amount We will pay under each Section of this policy for any claim or series of claims arising out of any one Event

## Livestock

Horses, ponies, donkeys, mules, cattle, sheep, goats, pigs and/or deer

## Mis-delivery

Failure to deliver Cargo in accordance with Your Customers' proper instructions by reason of any negligent:

- A) act and/or
- B) error and/or
- C) omission

by You, any Employee and/or Subcontractor

## Offshore

Embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform

## Own Goods

Goods, equipment and/or merchandise owned by or hired, leased or loaned to You and appertaining to Your activities as a contractor engaged in Road Transport

## Period of Insurance

The period of insurance shown in the Schedule being United Kingdom local time

## Person Employed

- A) 1) Employee
  - 2) labour master and individuals supplied by him
  - 3) individual employed by labour only sub-contractors while under Your direct control and supervision
- B) individual undertaking study or work experience while under Your supervision
- C) person working under the Community Offender Act 1978 or similar legislation
- D) prospective employees being assessed by You as to their suitability for employment
- E) voluntary worker helper or instructor

## Person Entitled to Indemnity

- A) You
- B) Your personal representatives in respect of legal liability incurred by You
- C) at Your request:
  - 1) any principal
  - 2) any of Your directors or partners
  - 3) any Person Employed
- D) against legal liability in respect of which You would have been entitled to indemnity under this policy if the claim had been made against You
- E) the officers committees and members of Your canteen social sports and welfare organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
- F) any of Your directors or partners or Employees in respect of private work undertaken by any Person Employed for such director partner or Employee with Your prior consent

each of whom shall as though You be subject to the terms of this policy so far as they can apply

## Pollutant

Any solid, liquid, gaseous or thermal irritant or contaminant (including smoke, vapour, soot, dust, fumes, acids, alkalis, petroleum substance or derivative, chemicals and waste. The expression "waste" includes materials to be recycled, reconditioned or reclaimed)

## Property

Material property but shall not include Cargo, Data, Own Goods nor Third Party Equipment

## RHA

The edition of the Road Haulage Association Limited Conditions of Carriage shown in the Schedule or any earlier edition

## Recorded Information

Documents, business and/or personal records and/or similar information represented or stored upon or within paper, optical, electronic and/or other storage media

## Road Transport

The carriage of Cargo by Vehicles shown as covered in the Schedule, including loading, unloading and incidental transshipment and/or temporary storage (whether on or off the Vehicle) during the ordinary course of transit between the collection and delivery addresses specified in the contract of carriage

## Schedule

The document headed "Schedule" issued by Us

## Specified Contracts

Contracts agreed between You and Your Customers and shown as covered in the Schedule

## Sub-limit

The maximum amount We will pay:

- A) for any claim or series of claims arising out of any one Event or
- B) in total for the Period of Insurance where the Sub-limit is shown as "in the aggregate"

Sub-limits are inner limits contained within the Limit of Indemnity

## Subcontractor

Any party (other than an Employee) contracted to undertake or arrange Road Transport on Your behalf (including successive carriers)

## Terrorism

Any act including the use of force or violence or the threat thereof, by any person or group of persons (whether acting alone or on behalf of or in connection with any organisation or government) committed for political, religious, ideological or similar purposes (including the intention to influence any government or to put the public or any section of the public in fear)

## Thief Attractive Cargo

- A) Bottled perfumery
- B) Bottled spirits
- C) Clothing and/or footwear
- D) Non-ferrous metals
- E) Processed tobacco and/or tobacco products
- F) Articles made of or containing precious metals and/or precious stones
- G) Watches
- H) Computer equipment, mobile telephones, smartphones, electronic organisers and/or similar equipment, associated software and/or electrical and/or electronic accessories and/or printer cartridges
- I) Electrical and/or electronic equipment designed for recording, displaying and/or playing sound and/or images; portable satellite navigation equipment; electronic games consoles; electrical and/or electronic accessories and/or associated pre-recorded and/or pre-programmed media
- J) Microchips, microprocessors, central processing units, memory modules, motherboards, expansion boards and/or hi-tech components of a similar nature

## Third Party Equipment

- A) Trailers in Your or any Subcontractor's care, custody or control for the purposes of Road Transport; but not Trailers owned by or hired, leased or loaned to You or for which You have been instructed to insure or for which You have contracted to provide indemnity or accept responsibility
- B) Containers in Your or any Subcontractor's care, custody or control for the purposes of Road Transport; but not Containers owned by or hired, leased or loaned to You

## **Trailer**

Any trailer, semi-trailer, chassis or similar goods carrying road unit designed to be towed by a commercial road vehicle

## **Turnover**

The total charges paid or payable to You for provision of Road Transport (including amounts paid or payable to Subcontractors engaged by You), but excluding customs duty, value added tax or similar charges imposed by Authorities

## **Under Constant Surveillance**

Where You, any Employee, Subcontractor, Subcontractor's employee, or professional security guard have the Cargo (or any Vehicle on which it is loaded) under constant observation and at the same time have a reasonable prospect of preventing any unauthorised interference with the Cargo and/or Vehicle

## **Vehicle**

Any motor vehicle (other than a motorcycle), motor vehicle and attached Trailer, or detached Trailer used for Road Transport

## **Vehicles of Subcontractors**

Any Vehicle used by a Subcontractor irrespective of whether the Subcontractor owns the Vehicle

## **We/Our/Us**

Royal & Sun Alliance Insurance plc

## **You/Your**

The Insured shown in the Schedule

## **Your Customer**

The party contracting You to perform Road Transport

# Section 1 Cargo Liability and Extensions

## Cover

You are covered to the extent provided by this policy:

### 1 Loss or damage

for Your liability under:

- A) the Insured Contract under which You contracted with Your Customer or
- B) any Insured Convention

for physical loss of or damage to Cargo occurring during Road Transport within the Geographical Limits during the Period of Insurance.

### 2 Mis-delivery

for Your liability under:

- A) the Insured Contract under which You contracted with Your Customer or
- B) any Insured Convention

for physical loss of or damage to Cargo following Mis-delivery occurring within the Geographical Limits provided that:

- 1) both the Mis-delivery and the physical loss or damage occur during the Period of Insurance.
- 2) for the purposes of this Cover only, the expression "physical loss of or damage to Cargo" includes Cargo which is not physically lost but where the owner is permanently deprived of its use as a direct result of Mis-delivery.

This cover is subject to a Sub-limit of £250,000 in the aggregate.

### 3 Consequential Loss and accidental delay

for Your liability under:

- A) the Insured Contract under which You contracted with Your Customer or
- B) any Insured Convention

for Consequential Loss arising from:

- 1) loss or damage as described in Cover 1 (Loss or damage) or Cover 2 (Mis-delivery) provided that Your liability for the loss, damage or Mis-delivery is covered by this Section and We have admitted liability for it under this policy.
- 2) accidental delay in delivering Cargo occurring during the Period of Insurance.

We will not pay more than twice the amount charged by You for the Road Transport of the Cargo lost, damaged, Mis-delivered or delayed.

This cover is subject to a Sub-limit of £250,000.

### 4 Contract conditions set aside

for Your liability under Covers 1 (Loss or damage), 2 (Mis-delivery) and 3 (Consequential Loss and accidental delay) where You are not legally entitled to rely on all or any part of any defence or limitation of liability in the Insured Contract under which You contracted with Your Customer.

### 5 Non- incorporation of Insured Contracts

for Your liability at British common law under Covers 1 (Loss or damage), 2 (Mis-delivery) and 3 (Consequential Loss and accidental delay) if:

- A) You failed to incorporate an Insured Contract into the contract for Road Transport with Your Customer and
- B) no Insured Convention applied by law

provided that:

- 1) You had an effective system in continuous use throughout the Period of Insurance to contract with Your Customers under such contracts and
- 2) the failure was the direct result of an isolated error or omission by You or any Employee.

Where You did not have such a system in continuous use or You contracted on terms other than an Insured Contract, You are still covered but only to the extent that liability would have attached under the current edition of the Road Haulage Association Limited Conditions of Carriage or the Insured Contract considered by Us to be the most appropriate.

### 6 Redirection costs

for reasonable additional freight costs incurred by You in redirecting Cargo that has been misdirected as the result of an error committed by You, any Employee, any Subcontractor or any Subcontractor's employee during the Period of Insurance.

You are not covered for extra costs incurred by You for use of any expedited method of redirecting the Cargo unless agreed by Us beforehand.

This cover is subject to a Sub-limit of £5,000 in the aggregate.

### 7 Third Party Equipment

for Your liability for physical loss of or damage to Third Party Equipment occurring within the Geographical Limits during the Period of Insurance.

This cover is subject to a Sub-limit of £75,000 in the aggregate.

### 8 Own Goods

for:

- A) physical loss of or damage to Own Goods occurring whilst being loaded upon, carried by or unloaded from any Vehicle owned or operated by You and shown as covered in the Schedule
- B) Your liability for contribution to general average and salvage charges incurred in respect of such goods

within the Geographical Limits during the Period of Insurance.

This cover is subject to a Sub-limit of £10,000 any one Vehicle.



## 9 Drivers' personal effects

if You request that We indemnify the driver of any Vehicle owned or operated by You and shown as covered in the Schedule for physical loss of or damage to clothing and personal effects occurring whilst contained in any such Vehicle within the Geographical Limits during any Period of Insurance whilst the driver is engaged in Road Transport on Your behalf.

We will not pay claims for:

- A) loss or damage caused by or arising from wear and tear.
- B) any items referred to in the general definition of Excluded Goods, Recorded Information, or items E) to J) of Thief Attractive Cargo.

This cover is subject to a Sub-limit of £750.

## 10 Transhipment and removal costs

for reasonable costs incurred by You following damage to Cargo, Own Goods and/or Third Party Equipment for which We have admitted liability under this Section of the policy or an accident to any Vehicle shown as covered in the Schedule occurring within the Geographical Limits during the Period of Insurance for:

- A) transhipment and/or recovery of Cargo, Own Goods and/or Third Party Equipment and/or
- B) removal and/or clearance of damaged Cargo, Own Goods and/or Third Party Equipment from the site of the accident and/or
- C) disposal of damaged Cargo, Own Goods and/or Third Party Equipment

provided that the damage to Own Goods and/or Your liability for the damage to the Cargo and/or Third Party Equipment is covered under this Section and We have admitted liability under this policy for such damage.

This cover is subject to a Sub-limit of £25,000.

## 11 Recorded Information

for Your liability under:

- A) the Insured Contract under which You contracted with Your Customer or
- B) any Insured Convention

for physical loss of or damage to Recorded Information during Road Transport occurring within the Geographical Limits during the Period of Insurance.

This cover is subject to a Sub-limit of:

- 1) £10,000 any one Event
- 2) £50,000 in the aggregate

but We will not pay more than the:

- A) replacement cost of the medium upon and/or within which such Recorded Information was represented or stored and
- B) clerical and/or administrative cost of copying such Recorded Information on to fresh stationery or other storage medium.

## 12 Livestock and poultry

for Your liability under Full Responsibility for physical loss or death of or injury to Livestock and/or poultry occurring during Road Transport within the British Isles during any Period of Insurance.

This cover is subject to Sub-limits of:

- A) £2,000 any one animal.
- B) £10 any one bird.
- C) £50,000 any one Vehicle.

If at the time of any loss, death or injury Your liability for Livestock and/or poultry contained in or on any Vehicle exceeds the Sub-limit any one Vehicle You will be considered as being Your own insurer for the difference and shall bear a proportionate share of the claim accordingly.

## 13 Incorrectly Received Goods

for Your liability for physical loss of or damage to Incorrectly Received Goods occurring within the Geographical Limits during the Period of Insurance.

This cover is subject to a Sub-limit of £50,000 in the aggregate.

## 14 Legal Costs

for Legal Costs.

## Optional Extensions

### 1 Deterioration

If the Deterioration Extension is shown as covered in the Schedule Exclusion 4B) of Section 1 (Cargo Liability and Extensions) does not apply to deterioration of Cargo caused as a direct result of a temperature controlled Vehicle (or temperature controlled Container whilst on a Vehicle) failing to maintain the temperature at which it was set or intended to be set.

### 2 Insured Trailers

If the Insured Trailers Extension is shown as covered in the Schedule, You are covered to the extent provided by this policy for:

- A) 1) physical loss of or damage to any Insured Trailers owned by You
- 2) Your liability for physical loss of or damage to any other Insured Trailers

occurring within the Geographical Limits during the Period of Insurance.

- B) Your liability for any Insured Trailer's contribution to general average or salvage charges incurred within the Geographical Limits during the Period of Insurance.
- C) either:
  - 1) normal hire purchase payments due if the Insured Trailer is the subject of a hire purchase agreement or
  - 2) Your liability for lease or hire charges due to any party from whom the Insured Trailer is hired or leased or
  - 3) charges paid or payable by You for hiring a replacement Trailer of similar type and gross weight

incurred prior to the repair or replacement of any Insured Trailer You are unable to use as a direct result of physical loss or damage covered under this Extension provided that:

- A) We have admitted liability for such physical loss or damage under this Extension and
- B) We will not pay more than £500 per week for a maximum period of indemnity of ten weeks for any claim for hire purchase payments or hire or lease charges in respect of any one Event.
- D) reasonable costs incurred by You following damage to an Insured Trailer or an accident to the towing vehicle occurring within the Geographical Limits during the Period of Insurance for:
  - 1) recovery of the Insured Trailer and/or
  - 2) removal and/or clearance of the damaged Insured Trailer from the site of the accident and/or
  - 3) disposal of the damaged Insured Trailer.

The Sub-limit applicable to sub-clause D) is £10,000.
- E) Legal Costs.

## Exclusions

You are not covered for any claim:

### 1 Contracts and Conventions

in respect of:

- A) any additional liability arising from any:
  - 1) increase or amendment of the standard financial limits of liability contained in any Insured Contract or Insured Convention (even though the contract or convention permits agreement of such increases or amendments) unless such increase or amendment is shown in the Schedule and/or
  - 2) retrospective change to the contract with Your Customer in respect of any incident occurring prior to the time at which the change was actually agreed (except under Item 2 (Full Responsibility) of the Insured Contracts if shown in the Schedule as covered) and/or
  - 3) other variation or amendment to the Insured Contracts or Insured Conventions.
- B) failure to meet:
  - 1) any agreed collection, delivery or release time or date and/or
  - 2) any service standard.
- C) any performance guarantee or penalty clause.

### 2 Excluded Goods

in respect of Excluded Goods.

### 3 Excluded Business Activities

in respect of:

- A) Cargo whilst stored at a rental, or under a contract for storage and distribution, or held awaiting delivery

instructions, or held for any other reason at the request of Your Customer or any other party.

- B) household, office, factory or similar removals arranged or undertaken by You.
- C) Recorded Information except as provided for in Cover 11 (Recorded Information) of Section 1 (Cargo Liability & Extensions)
- D) Livestock and/or poultry except as provided for in Cover 12 (Livestock and poultry) of Section 1 (Cargo Liability & Extensions).
- E) Cargo whilst being driven under its own motive power except whilst being loaded onto or off-loaded from any Vehicle.
 

For the purposes of this exclusion 2 E) loading commences when the wheels or tracks of the Cargo or Own Goods touch the ramp of the conveying Vehicle and unloading ceases when the wheels or tracks leave the ramp of the conveying Vehicle.
- F) Cargo or Own Goods being towed other than on a Trailer.
- G) property other than Cargo, Own Goods, Insured Trailers and/or Third Party Equipment.

### 4 Excluded Perils

for:

- A) inherent vice.
- B) deterioration of Cargo unless caused by fire, theft, attempted theft or as a direct result of the collision or overturning of the conveying Vehicle.
- C) hardening of tarmac, concrete or Cargo of a similar nature.
- D) liliability or costs arising from the emission, discharge, dispersal, release or escape of any Pollutant into or upon land, sea, the atmosphere, any watercourse or body of water (including: soil, sub-soil, sub-surface, coastal waters, surface water, lake, river or sea water, international waters or ground water).

### 5 Subcontractors

in respect of:

Cargo Insured Trailers and/or Third Party Equipment in the care, custody or control of Subcontractors unless:

- A) the respective section and
- B) Vehicles of Subcontractors
  - 1) are shown in the Schedule as covered.
  - 2) Cargo entrusted to any Subcontractor unless they have agreed in writing to accept no less liability than You have for such Cargo.

This exclusion does not apply to any Subcontractor when acting as a shipping line, airline, port, terminal or railway operator.

### 6 Lien

for liability caused by or arising from the exercise by You (or on Your behalf) of a lien whether contractual or otherwise.

**7. Failure to collect payment**

for failure to collect payment for Cargo.

**8 Replacement exceeding manufacturing cost**

in respect of cards (including credit, charge, debit cards and items in similar form), vouchers, tokens or similar items entitling the holder to receipt of services, money or goods; tax or duty, stamps, tickets, scratch cards or similar items for more than the manufacturing cost of any such item.

**9 Death or injury**

for death of, injury to or disease or illness of any person.

**10 Misconduct**

caused by or arising from any reckless or wilful misconduct by You and/or any of Your directors or partners.

**11 War and radioactivity**

caused by, or contributed to by, or arising from:

- A) war, invasion, Terrorism, act of foreign enemy, hostilities (whether war be declared or not), military or usurped power, revolution, rebellion, insurrection or civil war.
- B) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- 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 contaminating properties of any:
  - 1) nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
  - 2) radioactive matter, but not radioactive isotopes, other than nuclear fuel, when such isotopes are carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- E) any chemical, biological, bio-chemical or electromagnetic weapon.

**12 Authorities**

- A) caused by, or contributed to by, or arising from destruction, damage, confiscation, seizure, expropriation, nationalisation, detention or requisition by any Authority.
- B) for Your liability to any Authority for duties, taxes, fines and/or penalties.

**13 Full Responsibility**

in respect of Full Responsibility for:

- A) loss or damage caused by or arising as a result of packing which was inadequate to withstand normal handling during transit.
- B) wear, tear or gradual deterioration.
- C) mechanical, electrical and/or electronic breakdown, failure and/or derangement.

**14 Own Goods**

in respect of Own Goods:

- A) for loss or damage caused by or arising as a result of packing which was inadequate to withstand normal handling during transit.
- B) for wear, tear and/or gradual deterioration.
- C) for mechanical, electrical and/or electronic breakdown, failure and/or derangement.
- D) comprising Trailers, Containers, motor vehicles, motor cycles and/or any items referred to in sub-clauses H) and I) of the general definition of Thief Attractive Cargo.

**15 Insured Trailers and Third Party Equipment**

in respect of:

- A) Insured Trailers and/or Third Party Equipment for:
  - 1) wear, tear and/or gradual deterioration.
  - 2) mechanical, electrical and/or electronic breakdown, failure and/or derangement.
  - 3) damage to tyres by punctures, cuts, bursts and/or the application of brakes.
  - 4) loss or damage caused by or arising from latent defect or defect in design, manufacture or maintenance of the Insured Trailer or Third Party Equipment.
  - 5) seizure, detention or repossession.
  - 6) repatriation and/or repositioning.
- B) any Insured Trailer which You have:
  - 1) leased to any party.
  - 2) loaned or hired to any party other than a Subcontractor for the purposes of Road Transport on Your behalf.
- C) mysterious disappearance and/or unexplained loss of any Insured Trailer loaned or hired out by You.

**16 Livestock and poultry**

in respect of Cover 12 (Livestock and poultry) of Section 1 (Cargo Liability and Extensions) for:

- A) death caused by or arising from natural causes.
- B) Livestock and/or poultry unless in good health, free from injury and fit to travel at the commencement of transit.
- C) Livestock conveyed other than in or on a Vehicle which is specifically constructed for that purpose.
- D) Livestock and/or poultry temporarily housed or stored in the course of transit.

**17 Recorded Information**

in respect of Cover 11 (Recorded Information) for:

- A) loss of or damage to Recorded Information unless caused by physical loss or damage to the storage medium.
- B) the cost of retrieving and/or rebuilding and/or reworking any lost or damaged Recorded Information beyond the cost of copying.

## Conditions

### 1 References

You must take:

- A) reasonable precautions to check that any:
  - 1) Employees engaged by You (other than those supplied to You on a temporary basis by agencies) and
  - 2) Subcontractors contracted by You after inception of this policy
 are who they say they are and are of good character.
- B) reasonable care in the selection of agencies supplying You with Employees on a temporary basis and/or security guards and You must not use any such person unless the supplying agency has confirmed that they undertake checks to ensure that any persons supplied are who they say they are and are of good character.

Failure to comply with this Condition will result in a claim being rejected or settlement reduced unless We consider such failure to be immaterial to the claim.

### 2 Amounts payable

The maximum amount We will pay for any claim under this Section will be the lesser of any applicable:

- A) Limit of Indemnity or
- B) Sub-limit

less the applicable Excess and any applicable co-insurance.

Any amounts payable for Legal Costs will be paid in addition to the applicable Limit of Indemnity and/or Sub-limit.

If Your liability for any claim covered by this Section exceeds such Limit of Indemnity or Sub-limit then We will not pay more than that proportion of the Legal Costs that Our liability under this Section bears to the total amount (excluding Legal Costs) payable to You.

At Our option We will at any time pay:

- A) the applicable Limit of Indemnity or Sub-limit (less any sums already paid) or
- B) any lesser amount for which the claim against You may be settled.

We will then relinquish control of such claim and have no further liability in respect of it except for the Legal Costs incurred prior to the date of such payment.

### 3 Thief Attractive Cargo

The maximum amount We will pay for any claim for theft of Thief Attractive Cargo will be the lesser of:

- A) £75,000 any one Event increased to £250,000 any one Event in respect of Cargo carried in a sealed Container or as part of a groupage load provided that You can prove to Our satisfaction that prior to the theft neither You nor any Employee had any reason to believe that the stolen Cargo was Thief Attractive Cargo or

B) any applicable Limit of Indemnity or

C) any applicable Sub-limit

less the applicable Excess and any applicable co-insurance.

### 4 Vehicles covered

If at the time of any Event giving rise to a claim under this Section:

- A) You own or operate more Vehicles than shown in the Schedule, We will not pay more than the proportion of the claim that the number of Vehicles specified bears to the actual number of Vehicles owned or operated by You
- B) You own or operate larger Vehicles than shown in the Schedule, We will not pay more than the proportion of the claim that the total of the gross vehicle weights for the Vehicles specified bears to the total of the gross vehicle weights of all Vehicles owned or operated by You

at the time of such Event (less the applicable Excess and any applicable co-insurance).

### 5 Full Responsibility

This condition applies only to Cargo for which cover is provided under Item 2 (Full Responsibility) of the Insured Contracts and Insured Conventions shown in the Schedule.

Where the total value of such Cargo in or on any one Vehicle at the time of any loss or damage exceeds the Sub-limit applicable to that Vehicle We will not pay more than the proportion of the claim that the Sub-limit any one Vehicle bears to the total value of Cargo in or on the Vehicle.

In any case We will not pay more than:

- A) the value of the lost or damaged Cargo or
- B) the cost of repairing or re-instating the lost or damaged Cargo or
- C) the value of any part of the Cargo which is actually lost or damaged regardless of whether it affects the value of other parts of the Cargo

whichever is the least (less the applicable Excess and any applicable co-insurance) in respect of Your liability for physical loss or damage to Cargo.

The value of the Cargo lost or damaged means the invoice value of the lost or damaged Cargo if it has been sold or in any other circumstances its replacement cost to the Cargo owner at the commencement of the Road Transport including any duties or taxes paid or payable in respect of the Cargo.

## 6 Insured Trailer values

If the Insured Trailer Extension is shown as covered in the Schedule:

- A) premium is charged on and the Schedule specifies the total value of Insured Trailers declared by You. The total value declared must represent:
  - 1) the total market value of all Insured Trailers owned by or loaned to You and
  - 2) the total amount of Your liability for physical loss of or damage to all other Insured Trailers in accordance with any lease, hire or other agreement applicable to them.
- B) at Our option We will pay for the repair or replacement of any damaged Trailer or arrange for such repair or replacement. We will not pay more than:
  - 1) Your liability for physical loss of or damage to any such Trailer under any applicable lease, hire or other agreement or
  - 2) in all other cases the market value of the Trailer at the time of the loss or damage.
- C) and at the time of the loss of or damage to any Insured Trailer:
  - 1) the value of such Trailer exceeds the applicable Sub-limit any one Trailer We will not pay more than the proportion of the claim that the Sub-limit bears to the actual value of the lost or damaged Trailer.
  - 2) the total value of Insured Trailers exceeds the total value declared shown in the Schedule We will not pay more than the proportion of the claim that the value declared bears to the actual value of the Insured Trailers.

The amount payable by Us shall be the lesser of the amounts calculated under sub-clauses c) 1) and c) 2) of this condition (less the applicable Excess and any applicable co-insurance).

## 7 Contracts (Rights of Third Parties) Act

a person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of any third party which exists or is available apart from that Act.

## Section 2 Employers' Liability

### Cover

If this Section is shown as covered in the Schedule We will provide indemnity to any Person Entitled to Indemnity:

#### 1 Legal liability

against legal liability for:

- A) damages in respect of Injury of any Person Employed caused during any Period of Insurance:
  - 1) in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or
  - 2) while temporarily outside these territories

arising out of and in the course of employment by You in the Business.
- B) claimant's costs and expenses in connection with A) above.

#### 2 Legal representation costs

In respect of:

- A) costs of legal representation at any coroner's inquest or inquiry in respect of any death
- B) costs of legal representation at:
  - 1) proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against You, any of Your Employees or directors or partners for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
  - 2) any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success

where We have an interest in the outcome of the proceedings

- C) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Section

incurred with Our prior written approval.

#### 3 Unsatisfied court judgements

In the event of a judgement for damages being obtained:

- A) by any Employee or the personal representatives of any Employee in respect of Injury of the Employee caused during any Period of Insurance and arising out of and in the course of employment by You in the Business
- B) against any company or individual operating from premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

in any court situate in the territories specified in b) above and

- C) remaining unsatisfied in whole or in part six months after the date of such judgement

at Your request We will pay to the Employee or their personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

- 1) there is no appeal outstanding
- 2) if any payment is made under the terms of this Cover the Employee or the personal representatives of the Employee shall assign the judgement to Us.

#### 4 Compensation for court attendance

In the event of any of the undermentioned persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Section, We will provide compensation to You at the following Sub-limits per day for each day on which attendance is required:

- A) any of Your directors or partners £750.
- B) any Employee £500.

### Exclusions

You are not covered for any claim:

#### 1 Radioactive Contamination

for legal liability of whatsoever nature directly or indirectly caused by, or contributed to by, or arising from:

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

where such legal liability is:

- 1) that of any principal
- 2) accepted under agreement and would not have attached in the absence of such agreement.

#### 2 Road traffic legislation

for legal liability in respect of Injury for which You are required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union.

#### 3 Fines or Penalties

for legal liability for:

- a) fines or penalties.
- b) the costs of appeal against any improvement or prohibition notices.
- c) fees for intervention payable under the Health and Safety Fees (Regulations) 2012.
- d) compensation ordered or awarded by a Court of Criminal Jurisdiction.

## Conditions

### 1 Amounts payable

The maximum amount We will pay under this Section will be the Limit of Indemnity. For the purposes of the Limit of Indemnity, all of the Persons Entitled to Indemnity under this Section shall be treated as one party or legal entity, so that there will be only two parties to the contract of insurance, namely Us and You, both as defined herein.

The Limit of Indemnity is £10,000,000 any one Event, but limited to £5,000,000 any one Event for any claim arising directly or indirectly out of Terrorism.

Any amounts payable for the costs and expenses of the claimant and the costs and expenses (incurred by Us or with Our written consent) of any Person Entitled to Indemnity are included in the applicable Limit of Indemnity.

At Our option We may at any time pay:

- A) the applicable Limit of Indemnity (less any sums already paid) or
- B) any lesser amount for which the claim against You may be settled.

We will then relinquish control of such claim and have no further liability in respect thereof.

The maximum amount We will pay under this Section in respect of any one Event during any Period of Insurance irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy will be the Limit of Indemnity.

## Section 3 Public/Products Liability

### Cover

If this Section is shown as covered in the Schedule We will provide indemnity to any Person Entitled to Indemnity:

#### 1 Legal liability

against legal liability for:

- A) damages in respect of:
  - 1) accidental Injury of any person
  - 2) accidental loss of or damage to Property
  - 3) nuisance; trespass to land or trespass to goods or interference with any easement right of air, light, water or way other than legal liability for damages which result from Your deliberate act or omission or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by You having regard to the nature and circumstances of such act or omissionhappening during any Period of Insurance in connection with the Business.
- B) claimant's costs and expenses in connection with A) above.

#### 2 Legal representation costs

- A) costs of legal representation at any coroner's inquest or inquiry in respect of any death
- B) costs of legal representation at:
  - 1) proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against You, any of Your Employees or directors or partners for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
  - 2) any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of successwhere We have an interest in the outcome of the proceedings
- C) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Section

incurred with Our prior written approval.

#### 3 Cross liabilities

If You comprise more than one party We will provide indemnity to each in the same manner and to the same extent as if a separate policy had been issued to each.

Provided that the total amount payable in respect of damages shall not exceed the Limit of Indemnity.

#### 4 Compensation for court attendance

In the event of any of the undermentioned persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Section We will provide compensation to You at the following Sub-limits per day for each day on which attendance is required:

- A) any of Your directors or partners £750.
- B) any Employee £500.

#### 5 Contingent motor liability

Notwithstanding Exclusion 1 A) of Section 3 (Public/Products Liability), We will provide indemnity to You against legal liability arising out of the use in the course of the Business by any Employee of any mechanically propelled vehicle not belonging to nor provided by You.

Provided that You are not covered for any claim for legal liability:

- A) in respect of loss of or damage to such vehicle or to property conveyed therein.
- B) arising while such vehicle is being driven by You.
- C) in respect of which You are entitled to indemnity under any other insurance.
- D) arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

#### 6 Overseas personal liability

We will provide indemnity to You and if You so request any of Your Employees or directors or partners against legal liability incurred in a personal capacity while temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the Business.

Provided that You are not covered for any claim:

- A) for legal liability arising out of the ownership or occupation of land or buildings.
- B) where indemnity is provided by any other insurance.

#### 7 Data Protection Act 1998

The Business shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for use of computer facilities.

Provided that You are not covered for legal liability in respect of any loss or damage sustained by any party to such an arrangement.

We will also provide an indemnity to You and if You so request any of Your Employees or directors or partners against legal liability to pay damages and claimant's costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998.

Provided that You are registered in accordance with the terms of the Act or have applied for such registration which has not been refused or withdrawn and have taken all reasonable care to comply with the requirements of the Data Protection Act 1998.



You are not covered for any claim:

- A) for fines or penalties.
- B) for the costs of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data.
- C) for liability arising from or caused by a deliberate or intentional act by, or omission of any person eligible for indemnity under this Cover if the result thereof could reasonably have been expected by You or any other person having regard to the nature and circumstances of such act or omission.
- D) which arises out of circumstances notified to previous insurers or known to You at inception of this Policy.
- E) for legal liability where indemnity is provided by any other insurance.

## Exclusions

You are not covered for any claim for legal liability:

### 1 Mechanical vehicles

arising from or out of the ownership, possession or use by or on Your behalf or any Person Entitled to Indemnity of any:

- A) mechanically propelled vehicle other than legal liability arising out of:
  - 1) the use of plant as a tool of trade on site
  - 2) the use of plant at Your premises
  - 3) the loading or unloading of any vehicle

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law.

- B) aircraft or other aerial device.
- C) aerospace device.
- D) hovercraft.
- E) water-borne vessel or craft other than:
  - 1) hand-propelled or sailing craft in inland or territorial waters.
  - 2) craft used for business entertainment within inland or territorial waters.

### 2 Employers' Liability

for bodily injury or mental injury to or death, disease or illness of any Person Employed arising out of and in the course of employment by You in the Business.

### 3 Property in Your custody or control

for or arising from loss of or damage to any property which at the time of the Event giving rise to such legal liability is owned by or held in trust by You or in Your custody or control other than:

- A) Employees', directors', partners' or visitors' personal effects including vehicles and their contents.

- B) premises and their contents not owned by or leased or rented to You at which You are undertaking work in connection with the Business.
- C) premises and their fixtures and fittings leased or rented to You unless such legal liability:
  - 1) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
  - 2) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings.

### 4 Pollution or contamination

caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance.

Provided that all pollution or contamination which arises out of one incident shall be considered by Us for the purposes of this policy to have occurred at the time such incident takes place.

### 5 Product defects and recall

- A) in respect of loss of or damage to any:
  - 1) product supplied by You
  - 2) contract work executed by You

caused by any defect therein or the harmful nature or unsuitability thereof for its intended purpose.

- B) for the costs of recall, removal, repair, alteration, replacement or reinstatement of any:

- 1) product supplied by You

- 2) contract work executed by You

necessitated by any known or suspected defect therein or the unsuitability thereof for its intended purpose.

### 6 Professional risks

arising from or in connection with:

- A) advice
- B) design
- C) specification

provided for a fee.

### 7 Contractual liability

arising from or in connection with any:

- A) product supplied by You
- B) contract work executed by You

where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement.

## 8 Disposed premises

for the costs of remedying:

- A) any defect or alleged defect
- B) the presence of Asbestos, Asbestos Dust, or Asbestos Containing Materials

in premises disposed of by You.

## 9 Fines or penalties

for:

- A) fines or penalties.
- B) the costs of appeal against any improvement or prohibition notices.
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012.
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction.
- E) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Mana.

## 10 Radioactive contamination

of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## 11 War and allied risks

arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

## 12 Fear of Asbestos

for mental injury or fear of suffering bodily injury, death, disease or illness, arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials.

## 13 Asbestos removal costs

for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials.

## Conditions

### 1 Amounts payable

The maximum amount We will pay under this Section will be the Limit of Indemnity. For the purposes of the Limit of Indemnity, all of the Persons Entitled to Indemnity under this Section shall be treated as one party or legal entity, so that there will be only two parties to the contract of insurance, namely Us and You, both as defined herein.

For the purposes of this Section the term "Limit of Indemnity" shall mean:

- A) the maximum amount We will pay under this Section for any claim or series of claims considered by Us to have occurred during any Period of Insurance in respect of claims for pollution or contamination of buildings or other structures or of water or land or of the atmosphere
- B) the maximum amount We will pay under this Section for all Events happening during any Period of Insurance for claims in respect of products supplied
- C) the maximum amount We will pay under this Section for any claim or series of claims arising out of any one Event for all other claims

Irrespective of the number of Persons Entitled to Indemnity having a claim under this Section, the maximum amount We will pay will be the Limit of Indemnity.

At Our option We may at any time pay:

- 1) the applicable Limit of Indemnity (less any sums already paid for damages) or
- 2) any lesser amount for which the claim against You may be settled.

less the applicable Excess and any applicable co-insurance.

We will then relinquish control of such claim and have no further liability in respect thereof.

Any amounts payable for the costs and expenses of the claimant and the costs and expenses (incurred by Us or with Our written consent) of any Person Entitled to Indemnity will be paid in addition to the applicable Limit of Indemnity.

If Your liability for any claim covered by this policy exceeds such Limit of Indemnity or Sub-limit then We will not pay more than that proportion of the Legal Costs that Our liability under this policy bears to the total amount (excluding Legal Costs) payable to You.

## Section 4 Legal Defence Costs

### Cover

If this Section is shown as covered in the Schedule You and if You so request any of Your Employees or directors or partners are covered to the extent provided by this policy:

- A) for legal costs and other expenses incurred with Our written consent.
- B) for costs awarded against You or any director, partner or Person Employed.
  - in connection with:
    - 1) the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success
    - 2) an offence alleged to have been committed during the Period of Insurance in the course of the Business

but only in respect of proceedings brought as stated in Part **A** and **B** below.

### Part A

In respect of a breach of:

- 1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health, safety and welfare of any Person Employed or any of Your directors or partners.
- 2) the Corporate Manslaughter and Corporate Homicide Act 2007.

The Limit of Indemnity applicable to Part A is £250,000.

### Part B

In respect of a breach of:

- 1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health, safety and welfare of any person other than a Person Employed, or any of Your directors or partners.
- 2) Part II of the Consumer Protection Act 1987.
- 3) the Corporate Manslaughter and Corporate Homicide Act 2007.

The Limit of Indemnity applicable to Part B is £250,000.

You are only covered where Injury of any person or loss of or damage to Property has not occurred or where We cease to have an interest in the outcome of proceedings under Section 2 (Employers' Liability) and/or Section 3 (Public/Products Liability) if such Sections are shown as covered in the Schedule.

### Exclusions

You are not covered for any claim:

#### 1 Fines or penalties

- A) for fines or penalties of any kind.

- B) for the costs of appeal against any improvement or prohibition notice.
- C) in respect of fees for intervention payable under the Health and Safety Fees (Regulations) 2012.

#### 2 Injury or property damage

where Injury of any person or loss of or damage to property has occurred.

#### 3 Deliberate act or omissions

in respect of proceedings consequent upon any deliberate act or omission by:

- A) You
- B) any of Your partners or directors
- C) any Employee with any specific responsibility for compliance with the legislation specified in this Section

which could reasonably have been expected to constitute a breach of the legislation specified in this Section.

#### 4 Asbestos

for any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos, Asbestos Dust or Asbestos Containing Materials.

### Conditions

#### 1 Amounts payable

At Our option We may at any time pay:

- A) the applicable Limit of Indemnity (less any sums already paid) or
- B) any lesser amount for which the claim against You may be settled.

Where We are liable to indemnify more than one person, the maximum amount We will pay will be the Limit of Indemnity.

For the purposes of this Section the term "Limit of Indemnity" shall mean the maximum amount We will pay in respect of all costs and expenses arising out of all claims during any Period of Insurance.

#### 2 Arbitration

Any dispute between You and Us in respect of this Section may be referred to a single arbitrator who shall be a solicitor or barrister agreed upon by both parties.

Failing agreement the arbitrator will be nominated by the President of the appropriate Law Society Bar Council or professional body within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

The party against whom the decision is made shall meet all the costs of the arbitration in full.

If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs.

If the decision is made in Our favour then Your costs shall not be recoverable under this Policy.

### **3 Legal Representation**

You are free to choose a suitably qualified legal representative.

You agree that in respect of Your proposed representative:

- A) the hourly rate (or such other fee basis as the case may be) to apply and
- B) the terms and conditions of such appointment

shall be subject to Our prior approval.

In the event of a dispute regarding the amount of legal costs incurred by Your representative You agree that We will have the option to audit any files for the purpose of assessing the costs claimed.

## **Special Provision**

### **1 Third party service provider**

We shall pass notification to an independent third party service provider with whom We have an agreement which shall thereafter administer claims settlement on Our behalf.

# General Conditions

## 1 Insurance Act 2015

In respect of any:

- A) duty of disclosure
- B) effect of warranties
- C) effect of acts of fraud

the rights and obligations applying to You and Us shall be interpreted in accordance with the provisions of the Insurance Act 2015.

## 2 Changes to the risk

You must advise Us immediately of any facts or changes which We would take into account in Our assessment or acceptance of this insurance.

If You fail to comply with this Condition all benefit under this policy will be lost, the policy will be invalid and You will not be entitled to a refund of premium.

## 3 Reasonable Precautions

You must:

- A) take reasonable precautions to prevent or minimise any loss, damage or liability, or to cease any activity which may give rise to a liability under this policy and to maintain all buildings, furnishings, ways, works, machinery, plant and vehicles in a sound condition.
- B) as soon as reasonably practical after discovery cause any defect or danger to be made good or remedied and in the meantime cause such reasonable additional precautions to be taken as the circumstances may require.

Such actions must be undertaken at Your own expense, other than in respect of:

- 1) reasonable costs incurred by You and/or
- 2) any costs incurred with Our prior written consent

to minimise a claim under Section 1 (Cargo Liability and Extensions) which would exceed the applicable Excess.

The Sub-limit applicable to sub-clause 1) is £10,000.

Failure to comply with this Condition will invalidate Your policy or result in a claim being rejected or settlement reduced.

## 4 Multiple Insureds

Where the Insured shown in the Schedule comprises more than one party all such parties shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely Us and the parties shown as the Insured being jointly insured.

Irrespective of the number of parties claiming under this policy the total amount payable by Us shall not exceed any applicable Limit of Indemnity or Sub-limit.

## 5 Financial or Trade Sanctions

We shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this policy if and to the extent that doing so would breach any Prohibition.

If any such Prohibition takes effect during the policy period You or Us may cancel that part of this policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of the policy is cancelled We shall if and to the extent that it does not breach any prohibition return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding.

For the purposes of this Condition Prohibition shall mean any prohibition or restriction imposed by law or regulation.

## 6 Cancellation

- A) We may cancel this policy at any time by giving 30 (thirty) days notice to that effect in writing by pre-paid letter post to either Your insurance adviser or Your last known address, in which case We will refund the difference (if any) between the adjusted premium for the period during which insurance was in force and the premium actually paid.
- B) We will cancel this policy with immediate effect and without notice if You:
  - 1) cancel any credit agreement relating to this policy and then fail to pay to Us immediately the full amount of the premium or
  - 2) fail to take the action specified in any default notice issued by Us before the date shown in it or fail to pay the first instalment of premium.

If You cancel this policy We will be entitled to retain:

- A) 50% of the deposit premium if cancelled within 3 calendar months from the start of the first Period of Insurance unless a claim or an incident which may give rise to a claim has occurred in which case We will retain the full deposit premium.
- B) the full deposit premium if cancelled more than 3 calendar months from the start of the first period of insurance.

except as contained within General Condition 5 - Financial or Trade Sanctions.

## 7 Law applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland both parties may choose the law which applies to this contract, to the extent permitted by those laws. Unless the parties agree otherwise in writing. We have agreed with You that the law which applies to this contract is the law which applies to the part of the United Kingdom in which You are based, or, if based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which You are based.

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which You are based, or, if You are based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which You are based.

## 8 Other insurance

Other than in respect of Cover 5 (Contingent Motor Liability) of Section 3 (Public Liability) if at the time of any claim there is, or but for the existence of this policy there would be, any other insurance covering the same loss, damage, liability or expense the indemnity will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this policy not been effected.

## 9 Legal Representation (Employers' Liability and/or Public/Products Liability)

In respect of Section 2 (Employers' Liability) and/or Section 3 (Public/Products Liability) where We provide Our consent to indemnify You, in respect of any legal costs and expenses in relation to any matter which may form the subject of a claim under such Sections We will choose an appropriate representative (be it solicitor or otherwise) to act on Your behalf.

We will provide You with details of the nominated appropriate representative prior to the representative's instruction.

In the event that You wish to appoint Your own representative, You shall provide prior notification of Your intention to do so and seek Our written consent.

## 10 Declaration of Turnover (Section 1 Cargo Liability and Extensions)

If the Schedule contains a premium adjustment clause:

- A) at the expiry of each Period of Insurance You must promptly supply Us with accurate declarations of Your actual Turnover during the period for the categories shown in it.
- B) the premium will be adjusted at the rate or rates shown, subject to Our retaining the specified minimum premium for the period.

If You fail to supply the necessary declarations within three months of the expiry of the Period of Insurance We will at Our option charge a provisional adjustment premium. Such premium will be calculated on the greater of:

- 1) 10% of the adjusted premium for the expiring period or
- 2) the additional premium that would have been earned by applying the expiring rates to the estimate for the subsequent period.

If requested by Us declarations of Turnover must be certified by Your accountants.

# Claims Conditions

Failure to comply with Claims Conditions 1 to 5 will result in a claim being rejected or settlement reduced unless in Our opinion such failure has not prejudiced Our investigation, defence or mitigation of such claim.

## 1 Notification to Us

You must notify Us as soon as reasonably possible of any:

- A) claim made against You or
- B) circumstances or incident which might give rise to a claim under this policy.

In respect of claims under Section 1 (Cargo Liability and Extensions), You need not notify Us where the only indication of such circumstances or incident is an annotation to the delivery documents and the value of the Cargo which is or may be lost or damaged could not reasonably be expected to exceed £10,000. You will still be covered if You fail to give such notification provided that the claim, circumstances or incident (whichever You are aware of first) is notified to Us within three months from the time You first became aware of it provided that in Our opinion the delay in notification:

- 1) has not prejudiced the investigation, defence or mitigation of the claim and
- 2) has not materially influenced the renewal of, or Our underwriting of this policy.

Claims must be notified to:

Claims falling under Section 1 (Cargo Liability and Extensions) of this policy must be notified to:

Freight Liability Claims  
 RSA  
 17 York Street  
 Manchester  
 M2 3GR

Telephone during normal working hours      0161 235 3876  
 Facsimile      0161 235 3903

e-mail    freight.liability@uk.rsagroup.com

24 hour emergency response service 07771 678882

Claims falling under Section 2 (Employers' Liability), 3 (Public/Product Liability) and/or 4 (Legal Defence Costs) of this policy must be notified via telephone number 0345 300 4006

## 2 Notification to the police

You must give immediate notice to the police in respect of theft or malicious damage giving rise (or which may give rise) to a claim under this policy.

## 3 Responsible parties

You must take all reasonable steps to hold responsible any party who has (or may have) a liability in respect of any incident giving rise (or which may give rise) to a claim under this policy, including the giving of written notice in due time and ensuring that any time limit is protected.

## 4 Legal process

If You receive any writ, summons and/or legal process relating to a claim under this policy You must immediately upon receipt:

- A) advise Us verbally, or by facsimile or e-mail and
- B) forward the document to Us unanswered.

## 5 Claims control and co-operation

In respect of any claim under this policy You must:

- A) not admit liability nor make any offer, promise or payment nor give indemnity without Our written consent.
- B) send to Us as soon as possible a detailed claim in writing and supply copies of correspondence or such further particulars as reasonably required by Us.
- C) at all times give Us full co-operation.
- D) allow Us at Our option to take over and conduct in Your name the defence or settlement of any claim or to institute or prosecute in Your name for Our benefit any claim for indemnity or damages or otherwise and allow Us full discretion in the conduct of any proceedings or in the settlement of any claim.
- E) allow Us to act as necessary for the purposes of enforcing any rights and remedies and obtaining relief or indemnity against other parties.

## 6 Rights to Recovery

Upon the payment of any claim, all Your rights and remedies against such other parties will be subrogated to Us and We shall receive the benefit of any amount(s) recoverable from such other parties. In the event the net recovery received from any such other parties exceeds the amount paid by Us to You in respect of the claim, then We shall account to You for any such excess

# Complaints Procedure

## Our Commitment To Customer Service

**At RSA We are committed to going the extra mile for Our customers. If You believe that We have not delivered the service You expected, We want to hear from You so that We can try to put things right. We take all complaints seriously and following the steps below will help Us understand Your concerns and give You a fair response.**

### Step 1

If Your complaint relates to Your policy then please contact the sales and service team in the office which issued the Policy or Your Broker. If Your complaint relates to a claim then please call the claims helpline number shown in Your policy booklet.

We aim to resolve Your concerns by close of the next business day. Experience tells Us that most difficulties can be sorted out within this time.

### Step 2

In the unlikely event that Your concerns have not been resolved within this time, Your complaint will be referred to Our Customer Relations Team who will arrange for an investigation on behalf of Our Chief Executive. Their contact details are as follows:

**Post:** RSA Customer Relations Team  
P O Box 255  
Wymondham  
NR18 8DP

**Email:** crt.halifax@uk.rsagroup.com

## Our promise to You

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep You informed of progress
- Do everything possible to resolve Your complaint
- Use the information from Your complaint to proactively improve Our service in the future.

Once We have reviewed Your complaint We will issue Our final decision in writing within 8 weeks of the date We received Your complaint.

## If You are still not happy

If You are still unhappy after Our review, or You have not received a written offer of resolution within 8 weeks of the date We received Your complaint, You may be eligible to refer Your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

**Post:** Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

**Telephone:** 0800 0234567 (free from standard landline, mobiles maybe charged)  
0300 1239123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

**Email:** complaint.info@financial-ombudsman.org.uk  
**Website:** www.financial-ombudsman.org.uk

You have six months from the date of Our final response to refer Your complaints to the FOS. This does not affect Your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

## Thank You for Your feedback

We value Your feedback and at the heart of Our brand We remain dedicated to treating Our customers as individuals and giving them the best possible service at all times. If We have fallen short of this promise, We apologise and aim to do everything possible to put things right.



## Fair Processing Notice

### How We use Your Information

Please read the following carefully as it contains important information relating to the details that You have given Us. You should show this notice to any other party related to this insurance.

### Who We are

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving Your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement We, Us and Our refers to the Group unless otherwise stated.

### How Your information will be used and who We share it with

Your information comprises of all the details We hold about You and Your transactions and includes information obtained from third parties.

If You contact Us electronically, We may collect Your information identifier, e.g. Internet Protocol (IP) Address or telephone number supplied by Your Service Provider.

We may use and share Your information with other members of the Group to help Us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop Our services, systems and relationships with You;
- Understand Our customers' requirements;
- Develop and test products and services

We do not disclose Your information to anyone outside the Group except:

- Where We have Your permission; or
- Where We are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to Us, Our partners or You; or
- Where We may transfer rights and obligations under this agreement.

We may transfer Your information to other countries on the basis that anyone We pass it to provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which You provided it. Details of the companies and countries involved can be provided on request.

From time to time We may change the way We use Your information. Where We believe You may not reasonably expect such a change We shall write to You. If You do not object, You will consent to that change.

We will not keep Your information for longer than is necessary.

### Sensitive Information

Some of the information We ask You for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about You or others except for the specific purpose for which You provide it and to carry out the services described in Your policy documents. Please ensure that You only provide Us with sensitive information about other people with their agreement.

### How to contact Us

On payment of a small fee, You are entitled to receive a copy of the information We hold about You. If You have any questions, or You would like to find out more about this notice You can write to: Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax HX3 5WA.

## Employers' Liability Tracing Office

Certain information relating to Your insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the ELTO) and added to an electronic database, (the Database).

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related Injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the Claimants):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance policy You will be deemed to specifically consent to the use of Your insurance policy data in this way and for these purposes.



