

Leading the way in transport insurance



Truckcover Transit

Hauliers Transit and Liability Policy

underwritten by AXA Insurance UK plc

Contents

Introduction	4
Important Helpline	5
Policy Definitions	6
Making a Complaint	9
Section 1 – Goods in transit	11
Section 2 – Public liability	22
Section 3 – Employers liability	31
Sections 2 and 3 – Additional Persons Insured	35
General Conditions of the Policy	36

Introduction

This Policy is underwritten by AXA Insurance UK plc on behalf of M R Ratcliffe Consultants Limited.

This Policy and Schedule together with the Proposal/Statement of Fact You have made which is expressly incorporated into the Policy form the contract between You and Us.

These are legal documents and should be kept in a safe place.

We agree in consideration of payment of the premium to provide insurance in accordance with the terms of this Policy.

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the FCA's register by visiting the FCA's website at www.fca.org.uk/register or by contacting them on 0800 111 6768.

Telephone calls may be monitored and recorded.

Important

We recommend that You read this Policy together with Your Schedule to ensure that it meets with Your requirements. If they do not meet Your needs please return them to M R Ratcliffe Consultants Limited.

Your attention is drawn to the Complaints procedure (Making a Complaint) on Page 9.

The Law applicable to this Policy

You and We can choose the law which applies to this Policy. We propose that the Law of England and Wales apply. Unless We and You agree otherwise, the Law of England and Wales will apply to this Policy.

Important Helpline

Legal and Tax Advice

0870 241 8178*

Our confidential legal and tax advice line. Please quote AXA Commercial when you call.

- * The telephone legal and tax advice is provided on behalf of Arc Legal Assistance Ltd by Irwin Mitchell Solicitors and can advise on general UK law and taxation.
- * Tax telephone advice provided by Irwin Mitchell Solicitors may involve the use of external accountants to provide tax telephone advice.
- * Arc Legal Assistance Ltd make no additional charge for providing these services.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Their Firm Reference Number is 305958.

Irwin Mitchell LLP is a limited liability partnership registered in England and Wales, with number OC343987, and is authorised and regulated by the Solicitors Regulation Authority.

Telephone calls may be monitored and recorded.

Policy Definitions

Where We explain what a word means in the definitions that word will have the same meaning wherever it is used in the Policy or Schedule. Section specific definitions will only apply to the Section(s) stated.

General Policy Definitions

Business

The business stated in the Schedule conducted by You at or from premises in England Wales Scotland Northern Ireland the Channel Islands or the Isle of Man including:

- a the provision and management of canteen sports social or welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services
- b private work undertaken with Your prior consent by Employees for any director or senior official of Yours
- c the ownership maintenance and repair of such premises within such territories.

Company/We/Us/Our

AXA Insurance UK plc.

Excess

The amount for which You are responsible as the first part of each claim or incident.

Offshore

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto

land upon return from any offshore rig or any offshore platform.

Policy

This policy the Schedule the Proposal and any endorsements attached or issued.

Proposal/Statement of Fact

The signed form or statement of fact and any additional information supplied to Us by You or on Your behalf.

Schedule

A separate sheet which comes to You with the Policy. Amongst other things it shows Your name Business and extensions and special clauses in force.

Vehicle(s)

Motor vehicles articulated vehicles trailers and semi-trailers.

Western Europe

Andorra Austria Belgium Bulgaria Czech Republic Denmark Finland France Germany Greece Gibraltar Holland Hungary Liechtenstein Luxembourg Monaco Norway Poland Portugal Romania Slovak Republic Spain Sweden Switzerland and Turkey (West of the Bosphorus).

You/Your(s)/Yourself

The person(s) or company shown in the Schedule as the Insured.

Policy Definitions *continued*

Products Supplied

- a** products including containers packaging or instructions sold or supplied
 - b** work or services undertaken including goods or materials used
- by or on behalf of You in the course of the Business.

Section Specific Definitions

Applicable to Section 1 - Goods in Transit

Any One Event

Any one occurrence or series of occurrences attributable to one original cause.

CMR

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

Consignment

All property sent at one time in one load to the same destination.

Enclosed Premises

A locked building or a compound bounded on each side by a substantial wall fence or similar structure and having a locked gate.

Property

Goods for which You are responsible carried for a charge and not owned hired or leased by You except for any property specifically excluded by this Section.

Sub-Contractor

Any carrier (including his/their employees and agents) directly or indirectly engaged by You to carry the Property.

Territorial Limits

- a** anywhere including the sea crossing in or between England Wales Scotland Northern Ireland the Channel Islands the Isle of Man and Eire.
- b** Western Europe when basis of cover D in Section 1 is operative in the Schedule.

Transit

The movement of Property from one place to another whilst in Your custody or control including loading and unloading and temporary storage in the course of such movements either on or off the Vehicle.

Temporary storage does not include Property stored

- i** at a rental
- ii** subject to a contract for storage
- iii** subject to contract for storage and distribution.

Policy Definitions *continued*

Unattended

A Vehicle shall be considered unattended if You or the person in charge of the Vehicle are not in such a position as to have reasonable prospects of preventing loss or damage. For the purpose of clarification a Vehicle will not be regarded as unattended whilst the driver of the Vehicle on which Property is loaded is asleep in the Vehicle.

Vehicle Sum Insured

The maximum We will pay in respect of Property on any one Vehicle.

Applicable to Section 2 - Public Liability and Section 3 - Employers Liability

Employee

- a** any person under a contract of service or apprenticeship with You
- b** any person who is hired to or borrowed by You
- c** any person engaged in connection with a work experience or training scheme
- d** any labour master or person supplied by him/her
- e** any person engaged by labour only sub-contractors
- f** any self-employed person employed on a labour only basis under Your control or supervision
- g** any voluntary helper while working for You in connection with the Business.

Injury

Bodily injury death disease illness or nervous shock.

Territorial Limits

- a** anywhere within Great Britain Northern Ireland the Channel Islands or the Isle of Man other than Offshore
- b** elsewhere in the world in connection with temporary visits undertaken in the course of the Business by any person normally resident in the territories described in (a) above other than Offshore
- c** anywhere in the world caused by Products Supplied.

Making a Complaint

AXA Insurance aims to provide the highest standard of service to every customer.

If Our service does not meet Your expectations We want to hear about it so We can try to put things right.

All complaints We receive are taken seriously. Following the steps below will help Us understand Your concerns and give You a fair response.

How to make Your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department You are dealing with. If Your complaint relates to a claim on Your Policy, please contact the department dealing with Your claim. If Your complaint relates to anything else, please contact the agent or AXA office where Your Policy was purchased. Telephone contact is often the most effective way to resolve complaints quickly.

Alternatively You can write to Us at

AXA Insurance
Commercial complaints
AXA House
4 Parklands
Lostock
Bolton
BL6 4SD

Tel: 01204 815359

Email: commercial.complaints@axa-insurance.co.uk

When You make contact please tell Us the following information:

- Name address and postcode, telephone number and e-mail address (if You have one).

- Your policy and/or claim number, and the type of policy You hold.
- The name of Your insurance agent/ firm (if applicable).
- The reason for Your complaint.

Any written correspondence should be headed '**COMPLAINT**' and You may include copies of supporting material.

Beyond AXA

Should You remain dissatisfied following Our final written response, You may be eligible to refer Your case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider Your complaint if We have given You Our final decision.

You have six months from the date of Our final response to refer Your complaint to the FOS. This does not affect Your right to take legal action.

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Tel: 0800 023 4567*

Tel: 0300 123 9123**

Fax: 020 7964 1001

Email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

* free for people phoning from a 'fixed line' (for example, a landline at home)

** free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

Making a Complaint *continued*

Our promise to You

We will

- Acknowledge written complaints promptly.
- Investigate Your complaint quickly and thoroughly.
- Keep You informed of progress of Your complaint.
- Do everything possible to resolve Your complaint.
- Learn from Our mistakes.
- Use the information from complaints to continuously improve Our service.

Telephone calls may be monitored and recorded.

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation in the unlikely event We cannot meet Our obligations to You. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

Legal advice services

If You have a complaint about the telephone legal or tax advice services You should contact Arc Legal Assistance Ltd who will liaise with Irwin Mitchell Solicitors:

Arc Legal Assistance Ltd
The Gatehouse, Lodge Park
Lodge Lane
Colchester
Essex
CO4 5NE

Tel: 0844 770 9000

If You are unhappy with the written response from Arc Legal Assistance Ltd, You may contact the Legal Ombudsman at:

PO Box 6806
Wolverhampton
WV1 9WJ

Tel: 0300 555 0333

Web: www.legalombudsman.org.uk

The Legal Ombudsman will only consider matters which have been submitted to it within the earliest of the following timescales:

- a within one year from the act/omission complained of
- b within one year from when the client should reasonably have known there was cause for a complaint, without taking advice from a third party and;
- c within six months of the client receiving a written reply from Arc Legal Assistance Ltd concerning the complaint.

Section 1 – Goods in Transit

Contents of this section

Indemnity	11
Limitations	14
Extensions	15
Exclusions	19
Special Clauses	20
Conditions	21

Indemnity

We agree to insure You in accordance with the bases of cover as defined below shown in the Schedule against loss of or damage to Property in Transit in connection with the Business occurring within the Territorial Limits during the period of insurance whilst carried by the means of conveyance as shown in the Schedule.

Basis of Cover

- A** Liability under the CMR Convention for traffic carried within the Territorial Limits.
- B** Liability under Road Haulage Association conditions of carriage.
- C** All risks of loss of or damage to Property (other than that which is subject to the CMR Convention) where You can choose to have claims paid in full regardless of Your legal liability.

D Liability under the CMR Convention for traffic carried in Western Europe.

E Liability under conditions of carriage as stated in the Schedule.

All bases of cover include Your liability for Property in the custody or control of a Sub-Contractor but the benefit of this insurance shall not pass to any Sub-Contractor.

In addition We will pay

1 Legal Costs

- a** costs and expenses of claimants for which You are legally liable
- b** legal costs and expenses incurred with Our written consent

in respect of any claim which may be the subject of indemnity under this Section.

2 Own Goods

for loss of or damage (excluding wear and tear) to the following goods belonging to You or for which You are responsible whilst carried on any Vehicle described in the Schedule:

- a** tarpaulins sheets trailer curtains ropes chains webbing straps packing materials and similar items
- b** any other goods (but not containers or Lancashire flats accoutrements to any Vehicles or personal effects) up to a maximum of £5,000 Any One Event.

3 Expenses

expenses reasonably incurred by You in:

- a** the removal of debris and site clearance of Property damaged whilst in Transit from the immediate area of the site where the damage occurred including disposal costs
- b** transferring Property to any other Vehicle following fire collision overturning or impact of the conveying Vehicle including carrying the Property to original destination or to place of collection including costs of demurrage
- c** reloading onto the Vehicle any Property which has fallen from the Vehicle
- d** resecuring the Property where there is dangerous movement of the load in Transit.

4 Containers

for loss of or damage to containers and flats (but not demountable bodies) for which You are responsible to the extent of Your liability provided they are not owned hired or leased by You but not exceeding £25,000 per container or flat. An Excess of £250 applies.

5 Personal Effects

up to £500 for loss of or damage to drivers personal effects (excluding wear and tear) whilst they are in one of Your Vehicles but We will not pay for clothing watches and jewellery whilst being worn. An Excess of £50 applies.

6 Consequential or Indirect Loss

for financial loss suffered by a consignor or consignee (other than injury to any person) for which You are legally liable following accidental:

- a** loss of or damage to Property for which the Policy otherwise becomes liable
- b** delay (other than failure to meet an agreed delivery time or date)
- c** mis-delivery.

For this cover to apply You must contract for the carriage either:

- i** specifically excluding such liability or
- ii** limiting liability to the amount of Your carriage charges for the Consignment.

We will pay up to £250,000 under this cover for Any One Event.

7 Strike and Road Block

for financial loss suffered by You (but not by Your customer) directly arising out of unforeseen delay in the ordinary course of Transit of Your Vehicle(s) whilst Your Vehicle(s) are at a standstill due to:

- a** the blocking of public roads highways border crossings or ports caused solely and directly by strikes industrial action demonstration riot or civil commotion or avalanche
- b** the cancellation of scheduled ferry crossings because of adverse weather conditions

within the Territorial Limits shown below.

Goods in Transit *continued*

Proviso

Provided that the financial loss arose through circumstances You could not avoid and the consequences of which You were unable to prevent. In the event of a claim it will be up to You to prove that this proviso was met.

Compensation

Compensation shall be payable at the rate of £300 per day (24 hours) or pro rata per Vehicle up to a maximum of 21 days. We will pay up to £5,000 for Any One Event and £10,000 in any one period of insurance.

Compensation for the first 48 hours of any delay caused by strikes, industrial action, demonstration, riot or civil commotion, avalanche or the cancellation of scheduled ferry crossings is excluded.

Territorial Limits

England Wales Scotland Northern Ireland the Channel Islands the Isle of Man Eire Austria Belgium Denmark France Germany Holland Liechtenstein Luxembourg Norway Portugal Spain Sweden Switzerland.

Subject otherwise to the terms, conditions and exclusions of the Policy.

8 Errors and Omissions

for claims made against You during the period of insurance for breach of duty caused by any negligent act error or omission arising out of incorrect instructions faulty arrangements or clerical errors committed or alleged to have been committed by You or Your principals and/or directors and/or clerical and/or office staff past or present in the conduct of any Business by You or on Your behalf in Your professional capacity as hauliers within the Territorial Limits shown in the Policy.

In respect of this extension:

- a** Our liability shall not exceed £100,000 maximum in any one period of insurance except that in addition We will pay costs and expenses incurred in the defence or settlement of any claim
- b** You shall bear the first £250 of each and every claim
- c** if during the currency of this Policy You become aware of any occurrence which may subsequently give rise to a claim being made against You for breach of professional duties due to any negligent act error or omission (as defined above) and shall during the currency of this Policy give written notice to Us of such occurrence then any such claim which may subsequently be made against You arising out of that negligent act error or omission shall for the purpose of this extension be deemed to have been made during the currency of the Policy.

Goods in Transit *continued*

This extension shall not insure You against any claim:

- a** for libel or slander
- b** which has been brought about or contributed to by the dishonesty wilful neglect or default fraudulent criminal or malicious act or omission of You or Your predecessors in Business
- c** for any liability as principal for the charter of the whole or part of any vessel or aircraft
- d** resulting from Your insolvency
- e** resulting from Your inability to pay or collect amounts
- f** resulting from Your failure to comply fully with instructions to effect insurance.

This extension is governed by English Law and courts in England and Wales alone shall have jurisdiction in any dispute unless otherwise agreed.

Common Law

Where a Consignment is carried subject to conditions of carriage but by court ruling the terms of the conditions as specified in the basis of cover shown to be operative in the Schedule are held not to apply We will insure You for loss of or damage to Property arising from Your liability at common law.

We will pay up to £500,000 under this cover for Any One Event.

Reinstatement of Sum Insured

We will automatically reinstate the Vehicle Sum Insured as shown in the Schedule and if applicable the limit payable under the Loss of Use extension(s) from the date of any loss unless written notice to the contrary is given by Us. You may be required to pay extra premium.

Temporary Vehicle Substitution

If this Section is arranged on a specified Vehicle basis as shown in the Schedule We will insure Property carried in any similar road Vehicle subject to the Policy terms and security requirements when Your own Vehicle is out of use undergoing repair maintenance or testing.

The maximum We will pay under this Section including any extensions for Any One Event shall be the amount shown in the Schedule as the Any One Event limit.

Limitations

- 1** If basis of cover C applies and at the time of any loss or damage the value of the Property is greater than the Vehicle Sum Insured shown in the Schedule then We will only pay a proportionate share of the claim. This will be the amount that the Vehicle Sum Insured bears as a proportion to the value of the Property.
- 2** If basis of cover B applies You will not accept liability beyond that provided by the standard conditions without first obtaining Our approval.

- 3** We will only insure You for theft, pilferage or shortages of the following Property if left Unattended and not guarded by You or a responsible able-bodied adult up to £75,000 for Any One Event. If the loss is from a Vehicle, the Vehicle Sum Insured shall apply if that is less.

Bottled Spirits.

Processed tobacco or tobacco products (but not raw leaf).

Domestic audio/visual equipment.

Domestic electrical equipment (but not cookers refrigerators freezers dishwashers washing machines and tumble or spin dryers).

Computer equipment and/or accessories.

Mobile phones and/or accessories.

Non-ferrous metals in scrap sheet bar ingot or similar form.

The above limitation will not apply if such Property is carried unknowingly:

i in sealed containers

or

ii as part of a groupage load.

Extensions – Section 1

Extensions 1 – 8 are only applicable if the extension numbers are shown in the Schedule

1 Loss of Use

We agree to insure You in respect of 80% of either:

a the charges for hiring a Vehicle in substitution

or

b leasing or hire purchase costs for which You are responsible up to a maximum period of 35 days (subject to exclusion 4)

following the Vehicle or trailer declared and stated in the Schedule being out of use as a result of

i accidental damage following an accident involving collision and/or impact and/or overturning whilst the Vehicle was being driven or operated by You

ii fire

iii theft

subject to the maximum weekly payment shown in the Schedule.

Where You hire a Vehicle in substitution whilst the insured Vehicle is off the road the Vehicle in substitution will be of similar capacity and standard to the insured Vehicle.

Goods in Transit *continued*

Exclusions

This extension does not cover:

- 1 loss arising whilst Vehicles are driven by any person other than the holders of a current HGV licence except where such Vehicles do not require the driver to hold a current HGV licence
- 2 losses arising directly or indirectly from any illegal or criminal act by You or Your drivers
- 3 losses whilst any driver under 25 years of age is operating the Vehicle concerned unless We have been notified and have agreed terms in advance
- 4 in respect of each Vehicle insured We are not responsible for the first four working days of any period for which payment becomes due under this extension
- 5 frost damage or mechanical or electrical breakdown or structural failure
- 6 breakage of windscreen
- 7 Vehicles used for racing competitions or trials
- 8 loss occurring to any insured Vehicle outside England Wales Scotland Northern Ireland the Channel Islands the Isle of Man and Eire including the sea crossings in between
- 9 any claim following loss or damage to tipping Vehicles whilst in the process of tipping
- 10 any Vehicle which is not comprehensively insured under a motor or other policy.

Where a claim is only being made under the Loss of Use extension the Policy Excess shall not apply.

2 Loss of Use – Western Europe

The cover provided under Extension 1 (Loss of Use) extends to include Western Europe. In respect of losses in Western Europe We are not responsible for the first seven working days of any period for which payment becomes due.

3 Deterioration

Exclusion B 3 (b) is deleted and We will pay for the deterioration of Property in frozen, chilled or insulated conditions but:

- a refrigeration equipment and Vehicles must be maintained and used in accordance with manufacturers instructions and recommendations and must be capable of maintaining the Property at the temperature specified by the consignor or consignee
- b deterioration caused by delay is not insured unless the delay arises as a result of fire accident (but not breakdown) to the conveying Vehicle or theft or attempted theft
- c in the event of any occurrence which may give rise to a claim under this Policy You should contact the AXA claims helpline on 0870 850 7132 as soon as possible.

4 Trailers

We will insure You for loss of or damage to trailers or semi-trailers owned leased to or hired by You.

If Your trailer or semi-trailer is disabled as a result of loss or damage insured under this extension We will pay the reasonable costs of:

- a** protection and removal to the nearest repairers
- b** returning the trailer or semi-trailer to any address You wish, provided the cost is no more than it would be if We delivered it to Your address shown in the Schedule.

We will not pay for:

- a** wear and tear scratching bruising denting mechanical or electrical breakdown or damage to tyres unless caused by a road accident
- b** theft of any trailer or semi-trailer whilst detached from the prime mover unless:
 - i** it is left in attended or Enclosed Premises

or

- ii** it is fitted with an immobiliser approved by Us which is put into effective operation.

The basis of claims settlement is market value. This is the most We will pay, subject to the limits shown in the Schedule.

If at the time of any loss or damage the total value of trailers/semi-trailers exceeds the amount shown in the Schedule We will only pay a proportionate share of the claim.

This will be the amount that the total value bears as a proportion to the actual value of trailers/semi-trailers at the time of the loss or damage.

An Excess of £250 applies.

5 Tarmac Hardening

We will insure You for any loss of or damage to any asphalt or tarmacadam coated products as a result of hardening due to:

- a** mechanical or electrical failure of any part of the conveying Vehicle necessitating repair or replacement before the Vehicle can complete delivery

or

- b** the conveying Vehicle being involved in a road traffic accident involving impact with a third party or third party property and where the conveying Vehicle is specifically prohibited from leaving the site of the accident under instruction from police authorities for a period in excess of 2 hours.

Provided that We shall not be liable for any loss or damage due to breakdown resulting from the failure of any part of the Vehicle which should have received attention during routine maintenance and where the failure is a direct result of the lack of such maintenance.

6 Ready Mixed Concrete Hardening

We will insure You for any loss of or damage to any concrete products as a result of hardening due to:

- a** mechanical or electrical failure of any part of the conveying Vehicle necessitating repair or replacement before the Vehicle can complete delivery

or

- b** the conveying Vehicle being involved in a road traffic accident involving impact with a third party or third party property and where the conveying Vehicle is specifically prohibited from leaving the site of the accident under instruction from police authorities for a period in excess of 2 hours.

Provided that We shall not be liable for any loss or damage due to breakdown resulting from the failure of any part of the Vehicle which should have received attention during routine maintenance and where the failure is a direct result of the lack of such maintenance.

7 Livestock

We will insure You for death, loss or injury to livestock whilst being loaded onto, carried by or unloaded from any Vehicle described in the Schedule anywhere in Great Britain by either:

- a** fire

or

- b** accidental means

or

- c** theft.

Loading starts as the animal mounts the ramp and unloading finishes as the animal leaves the ramp.

Additional conditions:

- i** any Vehicle used must be constructed specifically for the safe carriage of livestock
- ii** the loading and unloading operations are done under adequate supervision and by means of a specially constructed ramp.

We will pay up to £2000 for any one animal.

The exclusion of living creatures in Exclusion B 1 of Section 1 does not apply to livestock.

Exclusion 7 of Section 2 is deleted.

The cover provided by this extension in respect of pigs is restricted to loss or injury caused by:

- 1** fire, lightning or explosion
- 2** accidental overturning, collision or impact of the conveying vehicle with any object where the vehicle itself at the same time sustains damage
- 3** theft or attempted theft.

8 Household removals

Your Policy is extended to insure You for household removals in accordance with the bases of cover shown to be operative in the Schedule.

Exclusions – Section 1

A This Section does not cover:

any loss or damage to Property directly or indirectly caused by or arising from:

1 Pressure Waves

pressure waves caused by aircraft or other aerial devices.

2 Radioactive Contamination

- a** ionising radiation 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.

3 War Risks

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.

4 Delay

delay except as provided in the Consequential or Indirect Loss cover the Strike and Road Block cover Extension 3 – Deterioration or under Article 23(5) of the CMR Convention.

B This Section does not cover:

1 Money Securities etc

loss of or damage to money securities for money (which include certificates of bond stock certificate bills of exchange promissory notes) stamps precious stones watches jewellery bullion nuclear fuel nuclear waste or loss or death of or injury to living creatures.

2 Consequential Loss

any consequential or indirect loss which exceeds the carriage charge made by You to carry the Consignment except as provided in the Consequential or Indirect Loss cover on page 12.

3 Deterioration

- a** natural deterioration
- b** the deterioration of Property conveyed in frozen chilled or insulated condition due to
 - i** faulty stowage
 - ii** incorrect setting or operation of the equipment
 - iii** variations in temperature unless directly caused by fire accident (but not breakdown) to the conveying Vehicle theft or attempted theft.

4 CMR

Under the CMR Convention We will not be responsible for claims arising from:

- a** Article 7(3) – omission from the consignment note of reference to the Convention.
- b** Article 21 – collection of cash on delivery payments

Goods in Transit *continued*

- c** surrender of right of recourse under Article 37 by virtue of the liberty granted under Article 40
- d** undertaking given under Article 24 (values in excess of 8.33 SDRs per kilogram) or Article 26 (special interest)
- e** delay except as provided under Article 23(5)
- f** confiscation requisition destruction or damage ordered by any government or other officials or authorities or the consequences of inadequate or inaccurate documentation.
- iii** to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date.

5 Date Recognition

This Policy shall not apply to a claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000

- i** correctly to recognise any date as its true calendar date
- ii** to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

Special Clauses

Clauses A to G are only applicable if the clause letters are shown in the Schedule

A – Overnight Theft Restriction

This Section does not cover theft or attempted theft from any Unattended Vehicle between 9pm and 6am unless it is secured at all points of access and is garaged within Enclosed Premises which are securely locked or have a watchman in constant attendance. It will be up to You to prove that any theft or attempted theft occurred before 9pm or after 6am.

B – Forcible Entry To Vehicle Restriction

This Section does not cover theft or attempted theft from any Unattended Vehicle unless there are outward signs of forced entry to the Vehicle.

C – Immobiliser Requirement

You must ensure that all Your Vehicles are fitted with a key operated immobiliser approved by Us and that whenever the Vehicles are left Unattended the immobiliser is put into operation.

D – Alarm Requirement

You must have Your Vehicles fitted with an alarm approved by Us. The alarm system must always be switched on and operational when the Vehicles are left Unattended. You must have the alarm system regularly serviced and maintained by a qualified person approved by Us. You must not make any alterations to the alarm system without Our agreement.

E – Never Left Unattended Requirement

When Vehicles are carrying Property You must ensure that they will not be left Unattended.

F – Exclusion Of Overnight Theft Cover

This Section does not cover theft or attempted theft from any Unattended Vehicle between 9pm and 6am. It will be up to You to prove that any theft or attempted theft occurred before 9pm or after 6am.

G – Temporary Cover Clause

In respect of temporary cover provided during the first period of insurance the first premium is amended accordingly.

Conditions

1 Sub-Contractors

If You pass the Property on to a Sub-Contractor and there is then a claim for loss or damage to Property You should direct the claim against the Sub-Contractor.

2 Our Special Rights

We have the right to take possession of Property insured under this Policy which is affected by a claim. You or Your Sub-Contractors cannot abandon Property to Us.

Section 2 – Public Liability

Contents of this section

Indemnity	22
Exclusions	25
Conditions	29

Indemnity

We agree to insure You against all sums that You shall become legally liable to pay as damages to claimants in respect of accidental:

- a** injury to any person
- b** loss of or damage to material property
- c** nuisance or trespass obstruction loss of amenities or interference with any right of way light air or water
- d** wrongful arrest detention imprisonment or eviction of any person or invasion of the right of privacy

occurring within the Territorial Limits during the period of insurance and happening in connection with the Business.

Limit of Indemnity

Our liability under this Section for all damages payable to any claimant or number of claimants as a result of any one occurrence or series of occurrences attributable to one original cause shall not exceed the amount stated in the Schedule.

Costs

In addition We will pay:

- 1 a** costs and expenses of claimants for which You are legally liable
- b** other costs and expenses incurred with Our written consent

in respect of any claim which may be the subject of indemnity under this Section

- 2** solicitors fees incurred with Our written consent for:
 - a** defence in any Court of Summary Jurisdiction of any proceedings brought against You in respect of breach or alleged breach of any statutory duty resulting in Injury
 - b** representation at a Coroners Court or Fatal Accident Inquiry in respect of any death

which may be the subject of indemnity under this Section

Public Liability *continued*

- 3** legal costs and expenses incurred by You and at Your request any director or Employee with Our written consent and costs awarded against You or any director or Employee of Yours arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the period of insurance under the Health and Safety at Work etc. Act 1974 or similar safety legislation of England Wales Scotland Northern Ireland the Channel Islands or the Isle of Man provided that:
- a** the proceedings relate to the health safety or welfare of persons other than Employees.
 - b** We will not pay:
 - i** fines or penalties
 - ii** costs and expenses insured by any other policy
- 4** legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of the Consumer Protection Act 1987 provided that:
- a** the proceedings relate to an offence alleged to have been committed in the course of the Business during the period of insurance.
 - b** We will not pay:
 - i** fines or penalties
 - ii** costs and expenses insured by any other policy
- 5 A** legal costs and expenses incurred by You or any person entitled to indemnity with the prior written consent of the Company in
- i** the course of an investigation leading to the offence of
 - ii** defending You against criminal proceedings in connection with a charge of
 - iii** an appeal against any conviction resulting from a prosecution for:
manslaughter corporate manslaughter corporate homicide or culpable homicide as a result of any death happening during the period of insurance which may be the subject of indemnity under this Section of the Policy
- B** prosecution costs awarded against You or any person entitled to indemnity as a result of any conviction for such an offence. Provided always that
- a** The maximum amount payable under this extension shall not exceed £1,000,000 in all during any one period of insurance.
 - b** The Company shall not be liable to make any payment under this extension in respect of

Public Liability *continued*

- i** the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by the Company
- ii** fines or penalties or the cost of implementing any remedial order or publicity order
- iii** an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
- iv** an appeal against any fine penalty remedial order or publicity order
- v** costs incurred as a result of the failure to comply with any remedial order or publicity order
- vi** costs and expenses insured by any other policy
- vii** any investigation or prosecution brought other than under the laws of Great Britain Northern Ireland the Channel Islands or the Isle of Man.

Cross Liabilities Clause

If more than one person is referred to in the Schedule this Section shall apply to each one as if a separate Policy had been issued to each provided that the total amount of indemnity payable to all parties in respect of damages shall not exceed the Limit of Indemnity.

Rented Premises

Exclusion 2 b of this Section shall not apply to premises leased let rented hired or lent to You provided that the indemnity will not apply to legal liability in respect of:

- a** loss or damage arising under agreement unless liability would have attached to You in the absence of such agreement
- b** loss of or damage to premises caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by You or on Your behalf
- c** the first £250 in respect of loss or damage caused otherwise than by fire or explosion.

Defective Premises Act

We include within the terms of this Section Your legal liability in respect of Injury loss or damage arising by reason of Section 3 of the Defective Premises Act 1972 or article 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of any premises previously owned for purposes pertaining to the Business and since disposed of by You but indemnity will not apply if You are entitled to indemnity under any other insurance.

Contingent Motor Liability

Notwithstanding Exclusion 5 of this Section We will insure You and no-one else for the purpose of this clause against legal liability in respect of Injury loss or damage arising out of the use in connection with the Business of any Vehicle not owned or provided by You.

Public Liability *continued*

The indemnity will not apply to legal liability:

- a** in respect of loss of or damage to any such Vehicle or to goods conveyed therein or thereon
- b** in respect of Injury loss or damage arising while such Vehicle is being:
 - i** driven by You or a Sub-Contractor
 - ii** driven with the general consent of You or Your representative by any person who to the knowledge of You or Your representative does not hold a licence to drive a Vehicle unless such person has held and is not disqualified from holding such a licence
 - iii** used in circumstances in which it is compulsory for You to insure or provide security as a requirement of any road traffic act legislation within the Territorial Limits
 - iv** used elsewhere than within the Territorial Limits
- c** in respect of which You are entitled to indemnity under any other insurance.

Overseas Personal Liability

We will insure You and if You so request any director partner or Employee of Yours or spouse or civil partner of such person against legal liability incurred in a personal capacity whilst temporarily outside England Wales Scotland Northern Ireland the Channel Islands or the Isle of Man.

The indemnity will not apply to legal liability:

- a** arising out of the ownership or occupation of land or buildings
- b** in respect of which any person referred to above is entitled to indemnity under any other insurance.

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 rates per day for each day on which attendance is required:

- a** any director or partner of Yours £100
- b** any Employee £50.

Exclusions – Section 2

The indemnity will not apply to legal liability:

1 Injury to Employees

in respect of Injury to any Employee arising out of and in the course of his/her employment by You in the Business.

2 Property under Your control

in respect of loss of or damage to

- a** property belonging to You
- b** property which is leased let rented hired or lent to You or which is the subject of a bailment to You.

3 Rectification Costs

- a** in respect of the cost or value of any Products Supplied or replacement repair removal rectification or reinstatement thereof where legal liability arises from the defect in or unsuitability of such Products Supplied
- b** for any costs incurred in recalling or modifying any Products Supplied

Public Liability *continued*

- c** for the costs of remedying any defect or alleged defect in land or premises sold or disposed of by You or for any reduction in the value thereof.

4 Aviation and Craft

arising out of:

- a** work in or on aircraft
- b** work in or on airport or aerodrome runways manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access
- c** the ownership possession or use by You or on Your behalf of any:
 - i** aircraft
 - ii** watercraft (other than watercraft not exceeding 8 metres in length or any hand-propelled boat or pontoon).

5 Vehicles

arising out of the ownership possession or use by You or on Your behalf of any Vehicle in circumstances where compulsory motor insurance or security is required under road traffic act legislation or where insurance is provided by another policy.

6 Liability under Agreement

assumed by You under agreement unless the conduct and control of claims is vested in Us but indemnity shall not in any event apply to

- a** liquidated damages fines or penalties

- b** legal liability which attaches by virtue of an express warranty indemnity or guarantee given or entered into by You in connection with any Product Supplied and which would not have attached in the absence of such warranty.

7 Livestock

arising out of the carriage of livestock.

8 Leakage, Spillage and Contamination/Wrongful Delivery

arising out of

- a** the leakage or spillage of any liquid whilst being delivered into or discharged from the load carrying tank of any Vehicle operated by You
- b** the contamination and/or wrongful delivery of any load.

9 War 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.

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 an explosive nuclear assembly or nuclear component thereof.

11 Exports to United States of America or Canada

in respect of Injury or loss of or damage to property caused by or in connection with any Products Supplied which to the knowledge of the insured are directly or indirectly exported to the United States of America or Canada.

12 Professional Risks

arising out of

- a** an error or omission in estimates or advice given by You or on Your behalf or in design plans drawings or specification
- b** an error or omission by You or any servant or agent of Yours in the supervision of works

for which a separate fee is charged or would normally be charged.

13 Pollution or Contamination Clause

- 1** This Section excludes all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance.
All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
- 2** Our liability for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the period

of insurance shall not exceed in the aggregate the amount shown as the Limit of Indemnity in the Schedule.

- 3** For the purpose of this Clause “Pollution or Contamination” shall be deemed to mean
 - a** all Pollution or Contamination of buildings or other structures or of water or land or the atmosphereand
 - b** all loss or damage or injury directly or indirectly caused by such Pollution or Contamination.

14 Date Recognition

This Policy shall not apply to a claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000

- i** correctly to recognise any date as its true calendar date
- ii** to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

- iii to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date.

15 War, Civil War, Political Risk and Terrorism Exclusion

- 1 Our liability under this Section for all damages costs and expenses payable in respect of all occurrences of Terrorism during any one period of insurance shall not exceed in the aggregate the sum of £2,000,000 or the Limit of Indemnity shown in the Schedule whichever is the lesser.
- 2 Notwithstanding paragraph 1 above the indemnity will not apply to legal liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of Terrorism or any action taken in controlling preventing suppressing or in any way relating to Terrorism
 - a arising by through or in connection with
 - i the provision of police fire or security services of any kind
 - ii any public or private utility including telecommunications electricity gas water radio and television

- iii public transport services whether rail road sea or air
- b arising out of the ownership operation or occupation of or work in at or on
 - i airports airfields ports rail or underground stations freight or passenger terminals
 - ii government military or local authority establishments
 - iii buildings of more than 20 floors in height including basements and underground car parks
 - iv facilities for the manufacture processing refining distribution or storage of liquid or gaseous fuel oil petrochemical chemicals explosives or ammunition
 - v tunnels bridges viaducts aqueducts dams river or sea defences
 - vi schools colleges universities or places of education or religious worship
 - vii sports stadiums theatres or entertainment arenas amusement parks exhibition or conference halls.

For the purpose of this Clause "Terrorism" means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatsoever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes.

Conditions – Section 2

1 Fire Precautions

It is a condition precedent to liability under this Section that in respect of use away from Your premises of blow lamps blow torches flame guns hot air guns electric oxyacetylene or other welding or cutting equipment and angle grinders (in circumstances where sparks are emitted) the under noted precautions will be complied with on each occasion.

Blow lamps blow torches flame guns and hot air guns

- i** the area in which work is to be carried out to be examined and combustible property within the vicinity of the work either removed or as far as practicable covered by non-combustible materials
- ii** suitable fire extinguishing appliances to be kept available for immediate use at the point of work or as near as is practicable
- iii** blow lamps blow torches and flame guns not to be lighted until required for use and extinguished immediately after use
- iv** lighted blow lamps blow torches and flame guns not to be left unattended
- v** hot air guns to be switched off when unattended
- vi** upon completion of each period of work a thorough fire safety check to be made of the vicinity of the work.

Electric oxyacetylene or other welding or cutting equipment and angle grinders

- i** the area in which the work to be carried out including adjoining shafts or openings and the area on the other side of any wall or partition to be inspected to see whether any combustible property other than the property to be worked upon is in danger of ignition either directly or by conduction of heat
- ii** all combustible property to be removed to a distance of not less than 6 metres from the point of work and property which cannot be moved to be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection.
- iii** You shall arrange for a person who is competent in the use of fire extinguishing appliances to work in conjunction with the operative using the equipment to act as a firewatcher and to remain in attendance at all times until lighted flame equipment is extinguished
- iv** suitable fire extinguishing appliances to be made available for immediate use at the point of work
- v** gas cylinders not in use to be kept outside the building in which the work is taking place where practicable but in any event at least 15 metres from the point of application of the heat

Public Liability *continued*

- vi** upon completion of each period of work a thorough fire safety check to be made of all areas referred to in paragraph (i) above.

The fire safety check to be undertaken at regular intervals for a period of at least one hour after completion.

2 Discharge of Liability

We may pay the Limit of Indemnity or any lesser sum for which any claim or claims against You can be settled and We shall be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date such payment.

Section 3 - Employers Liability

Contents of this section

Indemnity	31
Exclusions	33

The indemnity under this Section automatically applies in respect of Employees engaged solely in clerical and administrative duties and to other Employees engaged on a temporary basis.

The indemnity will also apply in respect of other Employees where You have requested this cover and the Schedule shows extended cover is operative.

Indemnity

We agree to insure You against all sums that You shall become legally liable to pay as damages together with costs and expenses shown below in respect of Injury sustained within the Territorial Limits during the period of insurance by any Employee arising out of and in the course of his/her employment by You in the Business.

Limit of Indemnity

Our liability under this Section for damages costs and expenses payable in respect of any one claim against You or series of claims against You arising out of one occurrence shall not exceed the amount stated in the Schedule as the Limit of Indemnity.

Costs and expenses mean:

- 1 costs and expenses of claimants for which You are legally liable
- 2 other costs and expenses incurred with Our written consent
- 3 solicitors fees incurred with Our written consent for
 - a defence in any Court of Summary Jurisdiction of any proceedings brought against You in respect of breach or alleged breach of any statutory duty resulting in Injury
 - b representation at a Coroners Court or Fatal Accident Inquiry in respect of any death

which may be the subject of indemnity under this Section.

- 4 legal costs and expenses incurred by You and at Your request any director or Employee with Our written consent and costs awarded against You or any director or Employee of Yours arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the period of insurance under the Health and Safety at Work etc Act 1974 or similar safety legislation of England Wales Scotland Northern Ireland the Channel Islands or the Isle of Man

Employers Liability *continued*

provided that

a the proceedings relate to the health safety or welfare of Employees.

b We will not pay

i fines or penalties

ii costs and expenses insured by any other policy

5 A legal costs and expenses incurred by You or any person entitled to indemnity with the prior written consent of the Company in

i the course of an investigation leading to the offence of

ii defending You against criminal proceedings in connection with a charge of

iii an appeal against any conviction resulting from a prosecution for

manslaughter corporate manslaughter corporate homicide or culpable homicide as a result of any death happening during the period of insurance which may be the subject of indemnity under this Section of the Policy

B prosecution costs awarded against You or any person entitled to indemnity as a result of any conviction for such an offence.

Provided always that

a The maximum amount payable under this extension shall not exceed £1,000,000 in all during any one period of insurance.

b The Company shall not be liable to make any payment under this extension in respect of

i the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by the Company

ii fines or penalties or the cost of implementing any remedial order or publicity order

iii an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success

iv an appeal against any fine penalty remedial order or publicity order

v costs incurred as a result of the failure to comply with any remedial order or publicity order

vi costs and expenses insured by any other policy

vii any investigation or prosecution brought other than under the laws of Great Britain Northern Ireland the Channel Islands or the Isle of Man.

Employers Liability *continued*

Right of Recovery

This Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in England Wales Scotland Northern Ireland the Channel Islands or the Isle of Man but You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law.

Compensation for Court Attendance

In the event of any of the under mentioned 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 rates per day for each day on which attendance is required

- a** any director or partner of Yours £100
- b** any Employee £50.

Unsatisfied Court Judgements

In the event of Injury to an Employee sustained during the period of insurance and arising out of and in the course of his/her employment by You in the Business which results in a judgement for damages being obtained by such Employee or his/her personal representatives and which remains unsatisfied in whole or in part six months after the date of such judgement We will at Your request pay to the Employee or his/her personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that

- a** the judgement for damages is obtained

- i** in a court of law within England Wales Scotland Northern Ireland the Channel Islands or the Isle of Man
- ii** against a company partnership or individual (other than Yourself) conducting a business at or from premises within the territories described in a) i) above
- b** there is no appeal outstanding
- c** if any payment is made under this Section the Employee or the personal representatives of the Employee shall assign the judgement to Us.

Exclusions

The indemnity will not apply

1 Radioactive Contamination

- a** in respect of any liability of any principal or
 - b** in respect of any liability assumed by You under agreement and which would not have attached in the absence of such agreement
- of whatsoever nature directly or indirectly caused by or contributed to by or arising from
- i** ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii** the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2 Vehicles

in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory road traffic act legislation.

3 Employees Abroad

in respect of Injury to any Employee not ordinarily resident in England Wales Scotland Northern Ireland the Channel Islands or the Isle of Man employed to work solely outside these countries.

4 War, Civil War, Political Risk and Terrorism Limitation

Our liability under this Section for damages costs and expenses payable in respect of any one claim against You or series of claims against You arising out of one event shall not exceed £5,000,000. This limitation shall only apply in respect of any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from War Civil War Terrorism or Political Risk as defined below.

For the purposes of this Clause "War Civil War Terrorism or Political Risk" means war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution military or usurped power martial law confiscation or nationalisation or requisition or destruction of property by or under the order of any Government or public or local authority Terrorism or any action taken in controlling preventing suppressing or in any way relating to any of the above.

For the purposes of this Clause 'Terrorism' means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes.

Section 2 & 3 - Additional Persons Insured

1 In the event of the death of any person entitled to indemnity under this Policy We will insure in the terms of this Policy the deceased's legal personal representatives but only in respect of liability incurred by such deceased person.

2 At Your request We will insure in the terms of this Policy:

a

- i** any principal in respect of liability arising out of the performance by You of any agreement entered into by You with the principal to the extent required by such agreement
- ii** any director or Employee of Yours in respect of liability arising in connection with the Business

provided that You would have been entitled to indemnity under the Policy if the claim had been made against You

b

- i** any officer committee or member of Your canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
- ii** any director or senior official of Yours in respect of private work undertaken by any Employee for such director or senior official

provided that:

- i** each person shall as though he were You observe fulfil and be subject to the terms of this Policy insofar as they can apply
- ii** We shall retain the sole conduct and control of all claims
- iii** where We are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not exceed the applicable Limit of Indemnity.

General Conditions of the Policy

1 Observance of Terms

It is a condition precedent to any liability on Our part under this Policy that the terms hereof so far as they relate to anything to be done or complied with by You shall be duly and faithfully observed.

2 Material Facts

You shall give immediate notice to Us of any facts which materially alter the risk insured in this Policy.

3 Reasonable Precautions

You shall

- a** take all reasonable precautions to minimise loss or damage and to prevent occurrences including the maintenance of security precautions which may give rise to a claim under this Policy
- b** take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority
- c** immediately make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require
- d** take reasonable care when employing drivers or selecting Sub-Contractors
- e** ensure that all rights against Sub-Contractors bailees or other third parties are properly preserved and exercised.

4 Notification of Claims

In the event of any occurrence which may give rise to a claim under this Policy You shall as soon as possible

- a** either contact the AXA claims helpline on 0870 850 7132 with full particulars of the loss or damage

or

give written notice with full particulars to Us including supporting documents and proofs

- b** forward to Us upon receipt every letter claim writ summons or process
- c** tell the police if there has been a theft attempted theft or criminal damage.

5 Claims Control

- a** no admission offer promise payment or indemnity shall be made or given by You or on Your behalf without Our written consent
- b** We shall be entitled to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name at Our own expense and for Our benefit any claim for indemnity or damages or otherwise
- c** We shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- d** You shall give all information and assistance that We may require

- e You agree to keep accurate books and records of all figures provided and permit Us or anyone appointed by Us to inspect Your books and records at any time insofar as they relate to this insurance.

6 Other Insurances

We will not indemnify You in respect of liability which is insured by or would but for the existence of this Policy be insured by any other policy except in respect of any excess beyond the amount payable under such other policy or which would have been payable under such other policy had this insurance not been effected.

7 Cancellation

Our Rights

We shall not be bound to accept any renewal of this Policy and may at any time give 21 days notice of cancellation by recorded delivery to Your last known address. Thereupon You shall be entitled to the return of a proportionate part of the premium paid in respect of the unexpired term of this Policy provided that there have been:

- no claims made under the Policy for which We have made a payment
- no claims made under the Policy which are still under consideration
- no incident likely to give rise to a claim but is yet to be reported to Us

during the current period of insurance.

In the case of Policyholders based in Northern Ireland, a copy of the letter will be sent to the Department of Environment for Northern Ireland.

This termination shall be without prejudice to any of Our or Your rights or claims prior to the expiration of such notice.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current period of insurance, no refund for the unexpired portion of the premium will be given.

Your Rights

You may cancel this Policy in the first year of insurance during the 14 days after the Contract has been concluded by giving notice in writing to Your insurance advisor at the address shown in their correspondence or to M R Ratcliffe Consultants Ltd, Wolseley House, Oriol Road, Cheltenham GL50 1TH.

This right does not apply at the first or any subsequent renewal of the Policy.

Provided that there have been:

- no claims made under the Policy for which We have made a payment
- no claims made under the Policy which are still under consideration
- no incident likely to give rise to a claim but is yet to be reported to Us

during this 14 day period, We will give a refund for the proportionate part of the premium paid in respect of the unexpired term of this Policy, subject to a minimum premium of £50.

General Conditions of the Policy *continued*

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current period of insurance, no refund for the unexpired portion of the premium will be given.

8 Fraud

If You or anyone acting for You:

- 1** knowingly make a fraudulent or exaggerated claim under Your Policy;
- 2** knowingly make a false statement in support of a claim (whether or not the claim itself is genuine); or
- 3** knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine),

We will:

- a** refuse to pay the claim;
- b** declare the Policy void, treating it as if it had never existed without any refund of premium; and
- c** recover any sums that we have already paid under the Policy in respect of the claim and any previous claims.

We may also inform the police of the circumstances.

9 Number of Vehicles

If the number of Vehicles upon which the premium has been calculated changes You must advise Us as soon as possible.

MR Ratcliffe Consultants Ltd,
Insurance Brokers,
Wolseley House,
Oriell Road,
Cheltenham,
GL50 1TH

Tel: 01242 544544,

Fax: 01242 222434

Email: info@ratcliffes.co.uk

AXA Insurance UK plc Registered in England and Wales No 78950.

Registered Office: 5 Old Broad Street, London EC2N 1AD.

A member of the AXA Group of Companies. AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Telephone calls may be monitored and recorded.



Wolseley House • Oriel Road
Cheltenham • GL50 1TH • England