



redefining / standards

## AXA Truckcover Transit

### Summary of Cover

**An insurance package for your business available for hauliers with a maximum of 10 vehicles.**

This product is not suitable for hauliers who are freight forwarding agents. This insurance is underwritten by AXA Insurance UK plc

#### **Why choose AXA's Truckcover Transit insurance package?**

AXA's Truckcover Transit insurance package offers you generous levels of standard cover plus many optional extras.

**Tailor-made for your business** – Truckcover Transit insurance package provides a combination of standard and optional covers to best meet your needs.

**Simplicity for You** – The Truckcover Transit insurance package is a simple to arrange combination of covers with one policy document, one proposal form or statement of fact, one renewal date and one overall annual premium.

**Someone to help you when you need it** – We realise that accidents and incidents don't only happen between 9 a.m and 5 p.m. That's why we have set up a 24 hour emergency and Legal Helpline to ensure there's someone to help you when you need it most. A Tax helpline is also available Monday to Friday between the hours of 9 a.m to 5 p.m.

**Flexibility in the event of a claim** – If you arrange cover with us on an "All Risks" basis you can choose to settle the loss with your customer for the full value of the goods involved regardless of the conditions under which you contracted to carry the goods.

**Expert Claims Management** – We take on the burden of negotiating with third parties on your behalf, allowing you to concentrate on running your business.

## Policy Summary

This document is a summary of the insurance cover provided by the Truckcover Transit insurance package and, as such, it does not contain the full terms and conditions of your insurance. You can find the full terms and conditions of the product in the policy document. This summary is provided to you for information purposes only and does not form part of your insurance contract.

### Features and Benefits

#### Goods in Transit-Section 1

Cover offered	Standard Cover	Optional Cover	Policy Ref
Liability for goods that are transported subject to the C.M.R convention carried within Great Britain, Channel Islands, Isle of Man and Eire	Maximum £300,000 any One Vehicle		Pages 11
"All Risks" cover being subject to certain exclusions where you can choose to have claims paid in full regardless of your contractual liability for goods carried within Great Britain, Channel Islands, Isle of Man and Eire.		Up to selected vehicle sum insured (max. £100,000)	Page 11
Cover for goods carried under any of the versions of the Road Haulage Association Conditions of carriage for goods carried within Great Britain, Channel Islands, Isle of Man and Eire.		Maximum of £1,300 per tonne of carrying capacity	Page 11
Liability for goods that are transported subject to the C.M.R convention carried within Western Europe		Maximum £300,000 any One Vehicle	Page 11
Your liability for property in the custody or control of a sub-contractor in accordance with the cover that you have arranged for your own vehicles.	INCLUDED		Page 11
Legal costs for which you are legally liable or for which we agree to pay in respect of a valid claim	INCLUDED		Page 11
Loss or damage to own tarpaulin, sheets, ropes etc	INCLUDED		Page 11
Expenses incurred in debris removal, transfer of load, resecuring etc.	INCLUDED		Page 12
Loss or damage to containers for which you are responsible but do not own or lease	£25,000 per container		Page 12
Consequential loss	£250,000 Any one event		Page 12
Liability at Common Law if the contract conditions you have carried under are held not to apply legally	£500,000 Any one event		Page 14
Cover for loading and unloading of property and temporary storage	In accordance with property cover selected		Page 12

<b>Cover offered</b>	<b>Standard Cover</b>	<b>Optional Cover</b>	<b>Policy Ref</b>
Personal Effects of Drivers	£500 per driver		Page 12
Automatic reinstatement of sum insured	INCLUDED		Page 14
Temporary vehicle substitutions	In accordance with property cover selected		Page 14
Loss of Use – Cover for costs involved in hiring replacement vehicles or paying hire purchase charges following accidental damage, fire or theft	£100 per week per vehicle	Up to £600 per week per vehicle	Page 15
Deterioration of property in frozen, chilled or insulated condition.		In accordance with property cover selected	Page 16
Strike & Road Block cover and cancellation of scheduled ferry crossings because of adverse weather	£300 per day £5,000 any one event £10,000 any one period of insurance		Page 12
Errors & Omissions cover for negligent act error or omission arising out of incorrect instruction, faulty arrangements or clerical errors committed in a professional capacity in the course of the business	£100,000 any one period of insurance		Page 13
Loss or damage to trailers (not goods carried) owned leased or hired in by You		Sum insured based upon market value	Page 17
Carriage of livestock involving the use of purpose built vehicles including a specially constructed ramp		Maximum £2,000 per animal	Page 18
Cover for Household Removal work		Up to selected vehicle sum insured	Page 18
Loss or damage to asphalt or tarmacadam products as a result of hardening due to mechanical or electrical failure of the conveying vehicle or due to delay of conveying vehicle which is involved in a road accident and held by police at scene for over 2 hours		In accordance with property cover selected	Page 17
Loss or damage to concrete products as a result of hardening due to mechanical or electrical failure of the conveying vehicle or due to delay of conveying vehicle which is involved in a road accident and held by police at scene for over 2 hours		In accordance with property cover selected	Page 18

## Public Liability – Section 2

Cover offered	Standard Cover	Optional Cover	Policy Ref
Legal Liability ( and associated legal costs ) for accidental injury, damage to material property, nuisance or wrongful arrest	£5m any one event		Page 22
Cover applies to Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and Eire and additionally cover applies elsewhere in the world in connection with temporary visits by persons normally resident in Great Britain.	INCLUDED		Page 22
Cover for legal costs incurred in respect of the Health and Safety at work etc. 1974 or part II of Consumer Protection Act 1987	INCLUDED		Page 23
Cover for legal costs incurred in respect of prosecutions brought for manslaughter	£1,000,000 any one period of insurance		Page 23
Additional Persons Insured including Indemnity to Principal	INCLUDED		Page 35
Cover for leased or rented premises where there is not a responsibility to effect insurance for fire and other perils.	INCLUDED		Page 24
Legal Liability arising out of section 3 of the Defective Premises Act 1972	INCLUDED		Page 24
Personal Liability whilst abroad on business	INCLUDED		Page 25
Compensation for required court attendance	£50 per day per Employee £100 per day per director/ partner		Page 25
Cover for pollution which is sudden, identifiable and unintended	INCLUDED		Page 27
Contingent Motor Liability in respect of vehicle used in connection with the business not owned or provided by you	INCLUDED		Page 24

### Employers Liability – Section 3

Cover offered	Standard Cover	Optional Cover	Policy Ref
Legal Liability in respect of injury to employees engaged solely in clerical and administrative duties or other employees engaged on a temporary basis arising out of employment including associated costs	£10m any one event		Page 31
Legal Liability in respect of injury to all employees arising out of employment and associated costs		£10m any one event	Page 31
Additional Persons Insured including Indemnity to Principal	INCLUDED		Page 35
Cover applies to Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and Eire and additionally cover applies elsewhere in the world in connection with temporary visits by persons normally resident in Great Britain.	INCLUDED		Page 31
Cover for legal costs incurred in respect of the Health and Safety at work etc. 1974	INCLUDED		Page 31 & 32
Cover for legal costs incurred in respect of prosecutions brought for manslaughter	£1,000,000 any one period of insurance		Page 32
Compensation for required court attendance	£50 per day per Employee £100 per day per director/partner		Page 33
Compensation for unsatisfied court judgements	INCLUDED		Page 33

## **Significant or Unusual Exclusions and Limitations**

Consequential or indirect loss cover only applicable if you contract for the carriage of goods either specifically excluding such liability or limiting it to the amount of your charges for the consignment.	<b>Applies to</b> Goods in Transit
You must not alter standard RHA conditions that you use without our approval.	Goods in Transit
Theft of the following goods is only provided up to a maximum value of £75,000 if unattended (or the vehicle sum insured if less ) unless carried unknowingly in either sealed containers or a groupage load	Goods in Transit
<ul style="list-style-type: none"> <li>- Bottled Spirits.</li> <li>- Processed tobacco or tobacco products</li> <li>- Domestic audio / visual equipment</li> <li>- Domestic electrical equipment (not cookers, freezers, washing machines)</li> <li>- Computer equipment and / or accessories</li> <li>- Mobile phones and/or accessories</li> <li>- Non ferrous metals in scrap, sheet, bar, ingot or similar form</li> </ul>	
Money and Securities for Money in transit	Goods in Transit
Under the CMR convention we will not insure:	Goods in Transit
<ul style="list-style-type: none"> <li>- Omission from the consignment note of reference to the convention</li> <li>- Collection of cash on delivery payments</li> <li>- Values agreed in excess of 8.33 SDR's per kilogram</li> <li>- Delay other than under article 23 ( 5 )</li> <li>- Confiscation requisition etc by government or any other officials</li> </ul>	
If property is passed to sub-contractors and there is a claim for loss or damage to the property you should direct the claim against the sub-contractor.	Goods in Transit
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.	Goods in Transit
Drivers personal effects cover excludes clothing watches or jewellery whilst being worn	Goods in Transit
Strike and Road Block cover only applies to financial loss suffered by You (not Your customers) which arose through circumstances you could not avoid and the consequence of which were unforeseeable. In the event of a claim you will need to prove this to be the case	Goods in Transit
Damage to property in your custody or control	Public Liability
Cost of remedying defects in products supplied	Public Liability
Liability arising from work on aircraft / watercraft or at airports in areas with aircraft access	Public Liability
Liability for which compulsory motor insurance is required	Public Liability and Employers Liability
Liability assumed by agreement	Public Liability
Exclusion of Legal Liability in respect of products knowingly exported to USA or Canada	Public Liability
Legal Liability for errors or omissions in advice or estimates given in design plans drawings or specification where a separate fee is charged	Public Liability
Use of Heat Condition applies (see page 29 of the policy wording)	Public Liability
Injury to employees not normally resident in England Wales Scotland Northern Ireland the Channel Islands or Isle of Man and engaged to work solely outside these countries.	Employers Liability
You must advise us as soon as possible if the number of vehicles upon which the premium has been calculated changes.	All Sections

## **Policy Excesses**

Section 1 – Goods in Transit:

Drivers Personal Effects	£50
All other losses	£250

Section 2 - Public Liability:

Third Party Property Damage	£250
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## **Sums Insured**

Correct values at risk and number of vehicles in use must be advised to us. If the sums insured you request or the number of vehicles you request cover for are not adequate this will result in the amount that we pay you in the event of a claim being reduced.

## **Law Applicable**

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.

## **Making a Complaint**

If you have a complaint about your policy you should contact the agent or AXA office where it was bought. If your complaint relates to a claim on your policy please contact the department dealing with your claim.

If we have given you our final response and you are still not satisfied you may be eligible to refer your case to the Financial Ombudsman Service (FOS).

If applicable, you will receive details of how to do this at the appropriate stage of the complaints process.

## **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](http://www.fscs.org.uk)).

### **AXA Insurance UK plc.**

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