

Your freight policy

The Contract of Insurance

This policy, the declaration made by You, The Schedule, and any Endorsement should be read together and form the contract of insurance between You, The Policyholder and Us, Aviva.

We, Aviva, hereby agree, in consideration of the payment to Us by or on behalf of You, The Policyholder, of the premium specified in The Schedule, to insure against loss, damage, liability or expense in the manner hereinafter provided.

The policy is not valid unless The Schedule is attached to the policy and has been countersigned by an authorised official of Aviva and bears Our stamp.

On behalf of Aviva Insurance Limited



Igal Mayer
Chief Executive UK Insurance

IMPORTANT

May we please ask You to examine the policy, the declaration made by You, The Schedule and any endorsement pages to make sure they give You protection according to Your present needs. Almost certainly these needs will change. If they do, please let Us know immediately – Your policy is designed for easy amendment or extension and an updated schedule or endorsement page will be issued each time there is an agreed alteration to the limits or cover.

This policy is a legal contract between You and Us. The information supplied by You when applying for this insurance and any additional information supplied subsequently shall form the basis of the legal contract between You and Us.

We agree to enter into the contract between You and Us on the basis that the information supplied by You (or on Your behalf) to Us is to the very best of Your knowledge, information and belief, correct and complete in every respect.

You must tell Us immediately about any facts or changes which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

If You are not sure whether certain facts are relevant please ask Your insurance adviser. If You do not tell Us about relevant changes Your policy may not be valid or the policy may not cover You fully.

You should keep a written record, (including copies of letters), of any information You give Us or Your insurance adviser when You renew this policy.



AVIVA

Aviva Insurance Limited

PO Box 6, Surrey Street Norwich NR1 3NS

Registered in Scotland No 2116. Registered Office: Pitheavlis, Perth, Scotland, PH2 0NH

Authorised and regulated by the Financial Services Authority.

Your freight policy

Complaints Procedure

Our Promise of Service

Our goal is to give excellent service to all Our customers but We recognise that things do go wrong occasionally. We take all complaints We receive seriously and aim to resolve all Our customers' problems promptly. To ensure that We provide the kind of service You expect We welcome Your feedback. We will record and analyse Your comments to make sure We continually improve the service We offer.

What will happen if You complain

- We will acknowledge Your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of Our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, We will contact You with an update within 10 working days of receipt and give You an expected date of response.

What to do if You are unhappy

If You are unhappy with any aspect of the handling of Your insurance we would encourage you, in the first instance, to seek resolution by contacting Your insurance advisor or usual Aviva point of contact or telephone Your usual point of contact, whichever suits You, and ask Your contact to review the problem.

If Your complaint is regarding handling of a claim, We would encourage You to seek resolution by contacting:

Marine Claims Manager	Tel – 0161 931 8428
Aviva	Fax – 0161 931 8011
2/10 Albert Square	E-mail – susan.j.smith@aviva.co.uk
Manchester	
M60 8AD	

If You are unhappy with the outcome of Your complaint You may refer the matter to the Financial Ombudsman Service (FOS) at:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone:
0800 023 4567 (free from landlines) or
0300 123 9123 (free from most mobile phones)

Or simply log on to their website at www.financial-ombudsman.org.uk.

Whilst We are bound by the decision of the FOS, You are not. Following the complaints procedure does not affect Your statutory right to take legal action.

Law Applicable

In the absence of any written agreement to the contrary this contract and any Arbitration shall be subject to and governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English courts.

Data Protection Act – Information Uses

For the purposes of the Data Protection Act 1998, the Data Controller in relation to any personal data You supply is Aviva Insurance Limited.

Your freight policy

Insurance Administration

Information You supply may be Used for the purposes of insurance administration by the insurer, its associated companies and agents, by reinsurers and Your intermediary. It may be disclosed to the regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. In assessing any claims made, the insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy or repossessions). Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators). In the case of personal data, with limited exceptions, and on payment of the appropriate fee, You have the right to access and if necessary rectify information held about You.

Credit searches and Accounting

In assessing Your application, the insurer may search files made available to it by credit reference agencies who may keep a record of that search. The insurer may also pass to credit reference agencies information it holds about You and Your payments record. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors or to prevent fraud. The insurer may ask credit reference agencies to provide a credit scoring computation. Credit scoring Uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are Used by the insurer, acceptance or rejection of Your application will not depend only on the results of the credit scoring process.

Sensitive Data

In order to assess the terms of the insurance contract or administer claims which arise, the insurer may need to collect data which the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application You will signify Your consent to such information being processed by the insurer or its agents.

Marketing

Aviva Group and its agents may Use Your information to keep You informed by post, telephone, e-mail or other means about products and services which may be of interest to You. Your information may also be disclosed and used for these purposes after Your policy has lapsed. If You do not wish Your information to be used for these purposes please write to Aviva, FREEPOST, Mailing Exclusion Team, PO Box 6412, Derby, DE1 1SB.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Telephone Taping

For our joint protection and training purposes, telephone calls may be recorded and/or monitored.

Your cancellation rights

There are no statutory cancellation rights under this policy.

Customers with Disabilities

This policy and other associated documentation is also available in large print, audio and Braille. If you require any of these formats please contact Your usual insurance advisor.

Your freight policy

Policy Availability

If, at any stage you would like to receive a new copy of your policy booklet, please contact either your regular Aviva point of contact or your insurance adviser, at the address shown on your policy schedule.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk or write to Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN.

Aviva Insurance Limited Your Freight Policy

We, Aviva Insurance Limited, hereby agree, in consideration of the payment to Us by or on behalf of the Assured of the premium specified in the Schedule, to insure against loss damage liability or expense in the manner hereinafter provided.

Your freight policy

Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy except for headings and titles.

The Schedule

The document which specifies details of The Policyholder, business description, liabilities insured and any excesses, endorsements and conditions applying to the policy.

We/Us/Our/Aviva

Aviva Insurance Limited.

You/Your/The Policyholder

The person(s), companies, partnerships or unincorporated associations named in The Schedule as The Policyholder.

Goods

Goods and/or Merchandise not Your property but for which You are responsible in accordance with the Conditions of Contract, Carriage or Trading under which You operate as specified in The Schedule.

Vehicle

Vehicles and/or trailers owned or operated by You.

Container

Any container, tanktainer, demountable body, flat or similar unit (including ancillary equipment whilst attaching to such unit), not Your property.

Occurrence

Any one event or occurrence or all occurrences of a series consequent on or directly attributable to one source or original cause.

Period of Insurance

From the effective date until the expiry date (both shown in The Schedule) or any subsequent period for which We accept payment for renewal of the policy.

Unattended

Where neither You nor Your driver or employee (including agency drivers and independent contractors under Your direction and control) are in the Vehicle and/or in a position to keep the Vehicle and/or Goods under surveillance and at the same time have a reasonable prospect of preventing any unauthorised interference with the Vehicle and/or Goods.

Your freight policy

Conditions of Contract, Carriage or Trading (as may be in force from time to time) as specified in The Schedule

RHA / RHA Storage Conditions.

Liability under Road Haulage Association Ltd Conditions of Carriage and/or Storage.

CMR

Liability under the Convention on the Contract for the International Carriage of Goods by Road as enacted into English law by the Carriage of Goods by Road Act 1965.

UKWA

Liability under the United Kingdom Warehouse Keeper's Association Conditions of Contract.

BIFA

Liability under the British International Freight Association Standard Trading Conditions.

FTA

Liability under the Freight Transport Association Standard Trading Conditions.

FIATA

Liability under the International Federation of Freight Forwarders Association Standard Trading Conditions.

Other Conditions

Liability under any other Conditions of Contract as per a copy lodged with Us.

All Risks

An indemnity for Your contractual liability for loss or damage to Goods occurring within the Geographical Limits during the Period of Insurance arising from any fortuitous Occurrence whilst the Goods are in transit on any Vehicle including loading and unloading where it is undertaken by You and is Your responsibility or whilst temporarily stored in the course of transit.

(Temporary storage of Goods shall be deemed to be in a building of substantial construction built only of brick and/or stone and/or concrete and/or steel frame and steel construction and/or plastic coated metal profile sheet above brick with a slate and/or tiled and/or metal and/or asbestos and/or concrete roof in the course of transit on or off the Vehicle but excluding where such storage is undertaken:

a) for a fee;

or

b) subject to a contract for storage and distribution).

Provided always that in the event of an Occurrence resulting in an indemnity under the policy We will not pay more than:

a) the respective limits of liability specified in the policy or The Schedule;

or

b) the value of the lost or damaged Goods;

or

c) the cost of repair or replacement part or parts of lost or damaged Goods;

whichever is the less.

Your freight policy

Geographical Limits

Zone 1

England, Scotland, Northern Ireland, Republic of Ireland, Wales, all offshore islands, (including the Channel Islands), only.

Zone 2

Zone 1 (as defined above), Austria, Andorra, Belgium, Denmark, France, Germany, Gibraltar, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland only.

Zone 3

Zone 2 (as defined above), Bulgaria, Cyprus, Czech Republic, Estonia, Finland, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Malta, Poland, Romania, San Marino, Slovakia, Turkey (not east of the Bosphorus) only.

Zone 4

Zone 3 (as defined above), Albania, Bosnia and Herzegovina, Croatia, Macedonia, Russian enclave, Serbia and Montenegro, Slovakia, Slovenia, Yugoslavia only.

Zone 5

Zone 4 (as defined above), Belarus, Moldova, Russia (not east or south of Moscow), Turkey (south and east of the Bosphorus), Ukraine only.

Zone 6

Worldwide (Freight Forwarders only).

Your freight policy

Your Policy Cover

We will insure You against:

- 1) Your legal liability as a carrier or bailee or freight forwarder for physical loss or damage to Goods for which You are responsible within the Geographical Limits in accordance with Your business and Your Conditions of Contract, Carriage or Trading as revealed to Us in writing and as specified in The Schedule attached.

Should Your Conditions of Contract, Carriage or Trading be set aside by an unappealable order of the court We will indemnify You to the extent of Your legal liability at common law up to a maximum limit of indemnity any one Occurrence of £500,000.

- 2) Your legal liability at common law, but not any contractual liability assumed by You, for loss or damage to Containers not Your property. Limit of indemnity up to £50,000 any one Occurrence.
- 3) Financial loss for which You are legally liable, other than for death or injury to any person, arising solely from:
 - (a) physical loss or damage to Goods (not Your property) for which this Policy otherwise becomes liable;
 - (b) delay (other than failure to meet an agreed delivery time or date);
 - (c) accidental mis-delivery;

Provided that:

- (i) We shall not be liable unless You contract for the carriage of goods either excluding liability for such financial loss or limiting liability for such financial loss to the amount of the carriage charges for the consignment;
 - (ii) Our maximum limit of liability in respect of any one Occurrence shall not exceed £250,000.
- 4) Legal costs and expenses incurred with Our prior written consent in defending any claim made against You under Your Policy Cover sections 1, 2 or 3 above – unlimited indemnity.
- 5) This insurance shall not inure to the benefit of Your customer or any other carrier or bailee or freight forwarder.

Your freight policy

Policy Procedure

1. Policy and Schedule

This policy sets out the extent of Your insurance coverage in detail. It should be read in conjunction with The Schedule and any endorsements. Any word or expression to which a specific meaning has been attached in any part of this policy or of the Schedule shall bear the same meaning wherever it may appear. In the event of any ambiguity between the policy and The Schedule, The Schedule takes precedence.

2. Declarations

Where the premium is calculated on Your estimate of actual turnover or revenue and charges as specified in The Schedule, a full record of such charges will be maintained by You and such record must be made available to Us at any time.

Within ninety days of the expiry of each Period of Insurance, You shall submit to Us a declaration of the actual turnover or revenue and charges for the Period of Insurance and the premium will be adjusted accordingly.

In the event of declared figures not being received by Us within six months of the date of expiry of the policy period We reserve the right to charge an additional premium of a minimum of the difference between the original deposit premium and original 100% estimated premium.

3. Cancellation

We (or any agent We appoint and who acts with Our specific authority) may cancel this policy by sending thirty days notice to Your last known address. You will be entitled to a refund of premium paid, subject to a deduction for the time for which You have been covered.

If You do not pay the premium (or any part of the premium under the payment option You have chosen) by the due date, We may cancel this policy with effect from the end of the last period for which a payment has been made.

Your freight policy

General Conditions

Other sections of the policy contain conditions. They must be read in conjunction with the following General Conditions which apply to all sections of this policy unless otherwise stated.

Conditions 1- 4 are precedent to liability hereunder.

1. Reasonable Care

If, in relation to any claim, You have failed to comply with any of the following conditions, You will lose Your right to indemnity, or payment for that claim.

You must:

- a) only employ reliable and competent drivers and/or employees and/or appoint reliable and competent agents and/or servants contracted on Your behalf;
- b) take all reasonable measures to:
 - (i) prevent loss of or damage to the Goods and/or other property;
 - (ii) secure loads properly;
 - (iii) maintain all Vehicles in accordance with current Law;
 - (iv) ensure any Vehicle is suitable for the purpose for which it is to be used;
 - (v) incorporate your Conditions of Contract, Carriage or Trading;
- c) allow Us and/or persons acting on Our behalf access to examine any Vehicle which You operate or premises from which You operate.

2. Fraud

- a) If a claim made by You, or anyone acting on Your behalf, or any person claiming to be indemnified, is fraudulent or exaggerated, whether ultimately material or not;

or

- b) (i) a false declaration or statement is made; or
(ii) a fraudulent device is used

in support of a claim,

We may, at Our Option

- i) avoid the policy from the inception of this insurance
- or
- ii) cancel the policy from the date of the loss or alleged loss and repudiate the claim
- or
- iii) repudiate the claim.

3. Non Disclosure, Misrepresentation or Misdescription

This policy is voidable if there has been any misrepresentation, misdescription or failure to disclose any material fact to Us by You or anyone acting for You.

4. Subrogation

You shall at Our request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated upon its paying for or making good any loss or damage under this policy whether such acts shall be or become necessary or required before or after their indemnification by Us.

Your freight policy

5. Freight Operator Liability ISM Endorsement

Applicable to shipments on board Ro-Ro passenger ferries.

Applicable with effect from 1 July 1998 to shipments on board:

1) passenger vessels transporting more than 12 passengers;

and

2) oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 grt or more.

Applicable with effect from 1 July 2002 to shipments on board all other cargo ships and mobile offshore drilling units of 500 grt or more.

In no case shall this insurance cover Your legal liability for loss of or damage to Goods carried by a vessel that is not ISM Code certified or whose owners or operators do not hold ISM Code Document of Compliance when, at the time of loading of the Goods on board the vessel, You were aware, or in the ordinary course of business should have been aware:

a) that such vessel was not certified in accordance with the ISM Code; or

b) that a current Document of Group of Compliance was not held by her owners or operators;

as required under the SOLAS Convention 1974 as amended.

The ISM Code means the International Safety Management Code incorporated into the International Convention for the Safety of Life at Sea 1974 (SOLAS).

6. Contracts (Rights of Third Parties) Act 1999 Exclusion Clause

The Provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this insurance or to any certificate(s) of insurance issued hereunder. Neither this insurance nor any certificates issued hereunder confer any benefits on any third parties. No third party may enforce any term of this insurance or of any certificate issued hereunder. This clause shall not affect Your rights (as assignee or otherwise) or the rights of any loss payee.

7. Subjectivity Condition

The policy, the application form, statement of fact and/or declaration made by You, and any clauses endorsed on the policy and the policy schedule should be read together and form the contract of insurance between You, the policyholder, and Us Aviva.

We will clearly state if the cover provided by the policy is subject to You:

a) providing Us with any additional information requested by the required date(s)

b) completing any actions agreed between You and Us by the required date(s)

c) allowing us to complete any actions agreed between You and Us.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at our option:

a) modify Your premium

b) issue a mid-term amendment to Your policy terms and conditions

c) require You to make alterations to the risk insured by the required date(s)

d) exercise Our right to cancel Your policy

e) leave the policy terms and conditions, and Your premium, unaltered.

We will contact You with our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect.

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Our requirements and decisions will take effect from the date(s) specified unless and until we agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved:

- a) You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.
- b) We may, at Our option, exercise Our right under the policy cancellation condition.

Except where stated all other policy terms and conditions will continue to apply.

The above conditions do not affect Our right to void the policy if We discover information material to Our acceptance of the risk. Please refer to the Important Note within The Contract Of Insurance page of Your policy booklet.

Your freight policy

Special Condition

Theft Attractive Goods

Notwithstanding the limits of indemnity specified in The Schedule, the maximum liability accepted by Us arising from any claim occurring as a result of theft or attempted theft in respect of the following Goods when carried by You is limited to a maximum amount of £50,000 per Occurrence, or any lesser amount specified in The Schedule unless otherwise agreed by Us in writing.

Wines and/or spirits including but not limited to champagne;
Cigars, cigarettes and tobacco excluding raw leaf tobacco;
Non-ferrous metals in raw scrap bar or ingot or similar form;
Furs and ready made garments;
Mobile phones and / or similar and /or associated goods;
Precious stones or precious metals or articles made of or containing precious stones or metals;
Audio/visual equipment;
Computer equipment, software and accessories;
Photographic equipment and accessories.

This limitation shall not attach when such Goods are carried by You:

- a) unwittingly in sealed containers; or
- b) unwittingly as part of a groupage load.

The onus of proving that the exact requirements of this condition have been complied with shall rest with You.

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Exclusions

Other sections of the policy contain exclusions. They must be read in conjunction with the following exclusions which apply to all sections unless otherwise stated.

We will not pay claims for:-

- 1) Excess – the amount of the excess stated in The Schedule.
- 2) Loss or damage caused by depreciation or deterioration or variation in temperature unless caused by an accident to the conveying Vehicle.
- 3) Loss or damage caused by mechanical or electrical derangement of the Goods unless caused by external means.
- 4) Loss or damage caused by:
 - (a) defective or inadequate packing or insulation or labeling;
 - (b) shortage in weight, evaporation or ordinary leakage;
 - (c) deliberate abandonment of the Goods and/or other property;
 - (d) vermin, wear, tear or gradual deterioration;
 - (e) contamination.
- 5) Loss or damage to living creatures, bullion, cash and the like, bank notes, stamps, prepaid phone cards and similar, bonds, treasury notes, securities or explosives, fine arts, specie and negotiable instruments.
- 6) Your liability under Articles 21, 24, or 26 of the CMR Convention.
- 7) Loss or damage to household or industrial Goods during removal or storage unless otherwise specified in The Schedule.
- 8) Any loss arising from confiscation, expropriation, requisition, embargo, nationalization, destruction or damage by order of any Government or Government Agency or the consequence of inadequate or inaccurate documentation.
- 9) Your liability for damages resulting from late delivery or delay in respect of transit for which a delivery time and/or date is contractually agreed by You.
- 10) Loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:
 - (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - (c) any weapon of war 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 radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
 - (e) any chemical, biological, bio-chemical, or electromagnetic weapon.
- 11) Loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

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- 12) Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event:
- (a) war, invasion, act of foreign enemy, hostilities or a war like operation or operations (whether war be declared or not), civil war, rebellion, revolution, riot, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 - (b) Terrorism
Terrorism is defined as any act or acts including but not limited to
 - (i) the use or threat of force and/or violence
and/or
 - (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to a) or b) above.

Note

In any action, suit or other proceedings where We allege that by reason of the provisions of this exclusion any liability, loss, destruction or damage is not covered by this policy the burden of proving such liability, loss, destruction or damage is covered shall be upon You.

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Additional Benefits

The following Additional Benefits apply to this Policy unless specified to the contrary in The Schedule.

1. Own goods

- a) Loss or damage to Your own sheets, ropes, chains, toggles and dunnage whilst on any Vehicle – unlimited indemnity.

It is agreed in respect of sheets, ropes, chains, toggles and dunnage which are physically lost or destroyed to settle claims on values as new where it can be established by You that the lost or destroyed sheets, ropes, chains, toggles and dunnage are not more than one year old at the time of the loss or destruction.

- b) Loss or damage to Your property in connection with Your business (except motor Vehicles, trailers or containers) whilst carried on any Vehicle provided that the limit of indemnity any one Occurrence shall not exceed £10,000.

Claims for theft of or from Your Vehicle when Unattended are subject to any additional security clause as may be set out in The Schedule.

2. Debris removal

Reasonable costs and expenses directly resulting from any loss or damage recoverable from Your policy necessarily incurred in:

- a) removal of debris and site clearance of the load;

or

- b) transshipment and recovery charges of the load.

3. Personal effects

Personal effects of Your drivers which are not specifically insured elsewhere whilst in Your Vehicles – limit of indemnity each driver, any one Occurrence £250.

The term “personal effects” shall not be deemed to include cash and the like, credit cards, watches, jewellery, audio/visual equipment and/or mobile phones.

4. Temporary storage

The indemnity granted under this policy extends to include temporary storage of Goods in a building of substantial construction built only of brick and/or stone and/or concrete and/or steel frame and steel construction and/or plastic coated metal profile sheet above brick with a slate and/or tiled and/or metal and/or asbestos and/or concrete roof in the course of transit on or off the Vehicle but excluding where such storage is undertaken:

- a) for a fee;

or

- b) subject to a contract for storage and distribution.

Limited to 30 days maximum any one period.

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5. Carriage by sub-contractors

Subject to the limits of indemnity specified in The Schedule, We will indemnify You where Goods are in the possession, custody or control of Your sub-contractors or successive sub-contractors.

Nevertheless:

- i) any claims arising shall only be admissible to the extent to which they are not recoverable from the sub-contractor and/or successive sub-contractors;
- ii) the benefit of this policy shall in no circumstances whatsoever pass to any sub-contractor and/or successive sub-contractor or their insurers;
- iii) the benefit of this policy shall only attach after the sub-contractor(s) and / or successive sub-contractor(s) insurance has been exhausted.

It is a condition precedent to liability that You obtain written evidence to ensure that any sub-contractors employed by You shall maintain insurance on the same basis as provided for herein.

The onus of proving that the exact requirements of this clause have been complied with shall rest with You.

6. Substitution of Vehicles

Where Vehicles are individually specified in The Schedule, We will indemnify You subject to the limit of indemnity, conditions, special conditions, special clauses and exceptions applicable to the original Vehicle in respect of Goods in or on any other Vehicle:

- a) temporarily substituted for the specified Vehicle whilst the specified Vehicle is out of use for maintenance, repair, or official vehicle testing;

or

- b) permanently substituted for the specified Vehicle provided that We are advised in writing within twenty one days of the substitution.

7. Unwitting CMR

The indemnity granted under this policy extends to include Your legal liability for loss damage or delay to Goods under CMR unwittingly incurred by You within Zone 1, subject to a limit of indemnity any one Occurrence of £250,000.

8. Trailer curtains

Loss or damage to trailer curtains accompanied by loss or damage to the Goods.

Limit of indemnity £200 any one Occurrence and £500 in any one Period of Insurance.

Nil excess.

In respect of trailer curtains which are physically lost or destroyed We will settle claims on values as new where it can be established by You that the lost or destroyed trailer curtains are not more than one year old at the time of loss or destruction.

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Extensions to Cover

The following Optional Benefits are applicable only if specified in The Schedule.

Temperature Controlled Goods

We will indemnify You against physical loss or damage to temperature controlled Goods caused by any variation in temperature.

We will not indemnify You against physical loss or damage to temperature controlled Goods which are temporarily stored off the Vehicle in a non-temperature controlled environment.

It is a condition precedent to liability hereunder that:

- a) You must instruct employees in the operation of refrigeration equipment before allowing them control of a loaded refrigerated Vehicle; and
- b) You must obtain written notification
 - (i) from the consignors before accepting the load of the temperatures Goods are to be carried at and
 - (ii) from the consignees before unloading of the temperature on delivery; and
- c) owned and/or leased refrigeration equipment be serviced in accordance with the manufacturer's recommendations; and
- d) You keep the refrigeration equipment log book for own and/or leased equipment up to date; and
- e) You ensure the refrigerating machinery is operational prior to loading and in accordance with the required temperature as stated by the consignor.

The onus of proving that the exact requirements of this clause have been complied with shall rest with You.

Errors and Omissions Committed by You

The policy extends to indemnify You under Your Conditions of Contract, Carriage or Trading as specified in The Schedule against any claim or claims which may be made against You during the Period of Insurance for breach of duty by reason of any negligent act, error or omission arising out of incorrect instructions, faulty arrangements or clerical errors committed by principals and/or directors and/or clerical and/or office staff or their predecessors in the conduct of any business conducted by You or on Your behalf or by Your predecessors in business.

Provided that the amount payable by this extension shall not exceed the limit of indemnity specified below in respect of any Occurrence arising out of any one event and in full in any one Period of Insurance.

Notwithstanding the foregoing, We will not indemnify You in respect of any claims brought against You:

- a) brought about or contributed to by default fraudulent criminal or malicious act or omission by You or Your predecessors in business or any person at any time employed by You or Your predecessors in business;
- b) for any liability as principal for the charter of the whole or part of any vessel or aircraft;
- c) resulting from Your insolvency / bankruptcy and/or cessation of trading;
- d) resulting from Your inability to pay or collect amounts (other than accounts which You may be required to pay or collect on behalf of Your principals);
- e) resulting from Your failure to comply with instructions to affect insurance;
- f) made by H.M Government or E.U. Government for payment of duty or V.A.T.;
- g) for any consequential financial loss other than for contractual liability incurred in accordance with the Conditions of Contract, Carriage or Trading specified in The Schedule.

Limit of indemnity £250,000.

Your freight policy

Claims

These conditions are precedent to liability hereunder.

Claims Procedure

In the event of an Occurrence which may give rise to any claim under the policy, You shall immediately give notice thereof to Us and furnish full particulars. Every item of correspondence relating thereto shall be notified or forwarded to Us immediately on receipt. In respect of any such claim no admission, offer, promise, payment or indemnity shall be made or given by You or on Your behalf without the written consent of Us. We shall be entitled to take over and conduct in Your name the defence or settlement of any such claim or to prosecute in Your name for Your own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and You shall give all such information and assistance as We may require.

1.

a) You Must:

- report claims **immediately** to Us by telephone or facsimile or e-mail;
- **immediately** give notice to sub-contractors or other bailees of loss or damage by facsimile, letter or e-mail;
- **immediately** refer directly to Us, all communications from third parties in relation to any event which may result in a claim under this Policy and all items of court correspondence together with Your advice. Such correspondence must not be replied to without Our consent;
- **immediately** notify the police of any loss or damage caused by theft or malicious damage.

b) You Must Not:

- give a clean receipt for Goods which are in a doubtful condition, including insufficiently packed / protected / secured consignments;
- admit liability or offer settlement without prior written agreement from Us.

2. To enable Us to consider any claim promptly and efficiently You should immediately supply the following documents:

- all correspondence received and exchanged with third parties, subcontractors and bailees;
- claim invoice;
- collection note and delivery receipt;
- Your written details of the event giving rise to the loss;
- confirmation of applicable Conditions of Contract, Carriage or Trading.

Failure to comply with any of the above procedures will invalidate Your claim.

Your freight policy

Contact details in the event of a claim:

PCL Claims Ltd	Tele	-	01474 327942
Cox House	Fax	-	01474 532596
47 The Terrace	E-mail	-	info@pclclaims.co.uk
Gravesend	Web	-	www.pclclaims.co.uk
Kent			
DA12 2DL			

Out of Hours / Emergency Help line:

Cunningham Lindsey Marine Ltd 23/25 Greenwich Church Street Greenwich London SE10 9BJ	Tele	-	020 8437 5111
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Collyer Adjusters Ltd 177 Moorside Road Urmston Manchester M41 5SJ	Tele	-	0161 746 7249
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Clark Woodward Hungate & Co 6 Haig Court Haig Road Knutsford Cheshire WA16 8XZ	Tele	-	01565 755195
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Please state that You are insured with Aviva “Your Freight Policy” and provide Your policy number.