

Freight Policy

Introduction

Welcome to Aviva. We are committed to providing a first-class service. Aviva is the UK's largest insurer with over 200 years' experience in the insurance industry.

This is your insurance policy which sets out your insurance protection in detail.

Your premium has been calculated on the basis of the extent of cover you have selected which is specified in the schedule, the information you have provided and the declaration you have made. Please read the policy and the schedule carefully to ensure that the cover meets your requirements.

Please contact your insurance adviser if you have any questions or if you wish to make adjustments.

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Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For Our joint protection telephone calls may be recorded and/or monitored.

Claims Service 0161 931 8076

Our claims line provides you with assistance whenever it is required. When we know about your problem, we will start to put the solutions in place.

If You are unhappy regarding the handling of a claim, We would encourage You to seek resolution by contacting:

Marine Claims Manager
Aviva Insurance Limited
4th Floor,
The Observatory
Chapel Walks,
Manchester,
M2 1HL

Tel: 0161 931 8076
Fax: 0161 931 8011
E-mail: cargo-claims@aviva.co.uk

Legal and Tax Helpline 0345 300 1899

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and you pay for just the cost of the call.

Risk Solutions Helpline 0345 366 6666

Call for advice on safety, fire, security and other issues that can affect your business. Most enquiries can be dealt with over the telephone, but if we can't give you an immediate answer, we will deal with your enquiry within one working day. This service is available during office hours with an answering service outside these times.

Website www.cutredtape.co.uk

This is Aviva's free website offering many tools and resources to help you manage your business effectively. You'll get access to

- free business advice in accounting, HR, sales and marketing, finance, technology, law and risk management
- over 700 legal and business guides
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- email alerts on changes in law, legislation and regulation.

To register, please visit www.cutredtape.co.uk and follow the prompts.

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 adviser or usual Aviva point of contact.

If you are unhappy with the outcome of your complaint, you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

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

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

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

Important Information

Choice of Law

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.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this 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
10th Floor, Beaufort House
15 St Botolph Street
London
EC3A 7QU

Use of Language

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

Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If you require any of these formats, please contact your insurance adviser.

The Contract of Insurance

Your policy wording, the information You have provided and/or the application form, the statement of fact, the policy Schedule, or notice issued by Us at renewal and any endorsement together form the contract of insurance between Us and You, and must be read together.

In return for You having paid or agreed to pay the premium, We will provide the cover set out in this policy, to the extent of and subject to the terms contained in or endorsed on this policy.

Important

This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided under the policy.

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.



Colm Holmes
Global CEO, General Insurance

Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.



Aviva Insurance Limited

Registered in Scotland, No. 2116.

Registered Office: Pitheavlis, Perth PH2 0NH.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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, for example Vehicle, except when used in headings and titles.

Each Section of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following policy definitions.

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, persons, company, companies, partnership, partnerships or unincorporated association, 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	Any vehicles and/or trailer owned or operated by You.
Container	Any container, tanktainer, demountable body, flat or similar unit (including ancillary equipment whilst attaching to such unit), which is 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.
Temporarily Stored	Shall mean storage 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: <ul style="list-style-type: none">a) for a fee; orb) subject to a contract for storage and distribution.
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.
Conditions of Contract, Carriage or Trading (as may be in force from time to time) as specified in The Schedule	<p>RHA – Liability under Road Haulage Association Ltd Conditions of Carriage.</p> <p>FTA – Liability under the Freight Transport Association Standard Trading Conditions</p> <p>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.</p> <p>All Risks – An indemnity for Your contractual liability for loss of, 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.</p> <p>Provided always that in the event of an Occurrence resulting in an indemnity under the policy We will not pay more than:</p> <ul style="list-style-type: none">a) the respective limits of liability specified in the policy or The Schedule; orb) the value of the lost or damaged Goods; orc) the cost of repair or replacement part or parts of lost or damaged Goods; <p>whichever is the less.</p> <p>Geographical Limits</p> <p>Zone 1 – United Kingdom</p> <p>England, Scotland, Northern Ireland, Republic of Ireland, Wales, all offshore islands, (including the Channel Islands), only.</p> <p>Zone 2 – United Kingdom & European Countries (excluding Italy)</p> <p>Zone 1 (as defined above), Austria, Andorra, Belgium, Cyprus, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland only.</p> <p>Zone 3 – United Kingdom & European Countries (including Italy and other Non-EU Countries)</p> <p>Zone 2 (as defined above), Bosnia and Herzegovina, Bulgaria, Croatia, Estonia, Greece, Hungary, Iceland, Italy, Kosovo, Latvia, Lithuania, Macedonia, Malta, Montenegro, Poland, Romania, San Marino, Serbia, Slovakia, Slovenia, Turkey (not east of the Bosphorus) only.</p>

Your Policy Cover

We will insure You against

1)	Your legal liability as a carrier or bailee for physical loss of, 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 of, 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: <ul style="list-style-type: none">a) physical loss of, 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: <ul style="list-style-type: none">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.

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, You must maintain a full record of such charges and make such record available to Us at any time.
3. Cancellation	<ul style="list-style-type: none">(a) You may cancel this policy at any time after the date We have received the premium by providing 30 days notice in writing to Us.(b) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in Your Aviva credit agreement. If Your policy is cancelled under (a) or (b) above and provided that there have been no: <ul style="list-style-type: none">(i) claim(s) made under the policy for which We have made a payment(ii) claim(s) made under the policy which are still under consideration(iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us during the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period. <ul style="list-style-type: none">(c) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.(d) We may also cancel this policy at any time by sending not less than 30 days notice in writing to Your last known address. We will refund a proportionate part of the premium for the unexpired period provided that there have been no: <ul style="list-style-type: none">(i) claim(s) made under the policy for which We have made a payment(ii) claim(s) made under the policy which are still under consideration(iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us during the current Period of Insurance.

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

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- a) refuse to pay the claim,
- b) recover from You any sums paid by Us to You in respect of the claim,
- c) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- a) refuse to pay the claim,
- b) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided),
- c) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

3. Non Disclosure, Misrepresentation or Misdescription

a) Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
 - We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
 - We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or
 - We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

b) Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
 - We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
 - We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or
 - We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

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. This would be 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.

5. Freight Operator Liability ISM Endorsement

Applicable to any shipment on board any Ro-Ro passenger ferry.

Applicable with effect from 1 July 1998 to any shipment on board

- 1) any passenger vessels transporting more than 12 passengers;
or
- 2) any oil tanker, chemical tanker, gas carrier, bulk carrier or any cargo high speed craft of 500 grt or more

Applicable with effect from 1 July 2002 to any shipment on board any other cargo ship or mobile offshore drilling unit 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 International Convention for the Safety of Life at Sea 1974 (SOLAS) as amended.

The ISM Code means the International Safety Management Code incorporated 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 certificate issued hereunder confers 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.

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.

Special Condition

Target 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;

Footwear, 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 and/or watches;

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.

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) Loss or damage caused by mechanical or electrical derangement of the Goods unless caused by external means.
- 2) 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.
- 3) 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, cars, caravans, boats, fine arts, specie and negotiable instruments, bulk and/or liquid cargoes.
- 4) Loss or damage arising from the carriage of heavy plant or specialist machinery movements.
- 5) Your liability under Articles 21, 24, or 26 of the CMR Convention.
- 6) Loss or damage to household or industrial Goods during removal or storage unless otherwise specified in The Schedule.
- 7) 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.
- 8) 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.
- 9) Loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 10) Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
 - a) (i) war, invasion, act of a foreign enemy, hostilities or a warlike 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
 - (ii) mutiny or military uprising, martial law
 - b) nationalization, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority
 - c) 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 meanscaused 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, and/or
 - d) any action taken in controlling, preventing, suppressing or in any way relating to a), b) and/or c) 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.

Additional Benefits

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

1) Own goods

- a) Loss of, 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 of, 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 under this policy necessarily incurred in:

- a) removal of debris and site clearance of the load;
or
b) transhipment 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.

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 any 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 such sub-contractor and/or successive sub-contractors;
- ii) the benefit of this policy shall in no circumstances whatsoever pass to such sub-contractor and/or successive sub-contractor or their insurers;
- iii) the benefit of this policy shall only attach after the insurance of such sub-contractor and / or successive sub-contractor 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 £350,000.

8) Trailer Curtains

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

Limit of indemnity £500 any one Occurrence and £1,000 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.

Additional Conditions

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

Temperature Controlled Goods

We will indemnify You against physical loss of, 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.

Extensions to Cover

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

Trailers

This policy indemnifies You in respect of unspecified trailer(s), being Your property or hired by You and for which You are responsible, against All Risks of loss or damage whilst anywhere within the geographical limits as detailed in The Schedule but excluding:

1. (a) wear and tear, scratching, bruising, denting and claims for cost of repainting
- (b) mechanical and/or electrical breakdown and/or derangement
- (c) damage to tyres, road punctures, cuts or bursts unless consequent upon an accident
2. Theft of an **unladen trailer** when left unattended from the last business transit of the day until collected by the driver unless the trailer is:-
 - (a) within a securely locked private building or garage of substantial construction or continuously attended public garage, or
 - (b) within a properly supervised vehicle park with security attendant on duty at all times, or
 - (c) within an unsupervised vehicle park and trailer is fitted with an anti hitching device approved by Us which is put into operation, or
 - (d) within a securely locked compound surrounded by secure walls and/or fences.
3. You shall bear the first £250.00 of each and every claim.

When any trailer is in the custody of Your sub-contractor it is a condition precedent to liability that You take all reasonable steps to ensure that Your sub-contractor has a valid and adequate insurance to cover his liability.

Limit of Indemnity – as specified in The Schedule.

Claims Procedure

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 Our prior written agreement. 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 prior written agreement.
- **immediately** notify the police of any loss or damage caused by theft or malicious damage.

1. 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 must 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.

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 Helpline

Cunningham Lindsey Marine Ltd	Tele	–	020 8437 5111
23/25 Greenwich Church Street			
Greenwich			
London			
SE10 9BJ			
Collyer Adjusters Ltd	Tele	–	0161 746 7249
177 Moorside Road			
Urmston			
Manchester			
M41 5SJ			
Clark Woodward Hungate & Co	Tele	–	01565 755195
6 Haig Court			
Haig Road			
Knutsford			
Cheshire			
WA16 8XZ			

Please state that You are insured with Aviva Freight Policy – Fast Trade and provide Your policy number.

