

Your Freight Policy

Introduction

Thank You for choosing Us as Your insurer.

This is Your Freight Policy, setting out Your insurance protection in detail.

Please read it carefully to make sure that it meets Your requirements and that the details on the policy Schedule are correct.

Your premium has been based upon the information shown in the policy Schedule and recorded in Your statement of fact.

If after reading Your policy You have any questions, please contact Your insurance adviser.

Useful telephone numbers



Please have Your policy number ready

Claims Help line

0345 030 7366

The Claims help line can be used by anyone wishing to report a claim on any of Aviva's Marine products. As soon as You know about the problem You face - We will start to put the solutions in place.

Risk Services Help line (office hours)

0345 366 66 66

Advice on safety, fire, security and other risk related issues. Ninety per cent of queries are dealt with on the spot, and We guarantee an answer within one working day.











Telephone Call Recording

For Our joint protection telephone calls may be recorded and/or monitored.

Contents

This policy consists of individual Sections. You should read this policy in conjunction with The Schedule which confirms the Sections You are insured under and gives precise details of the extent of Your insurance protection.

Cover Sections

	Page
 The Contract of Insurance	4
 Carriage & Storage Liabilities Provisions	7
 Storage Liability Conditions	11
 Storage Liabilities Definitions	13
 Storage Liabilities Exclusions	14
 Optional Extensions	15
 General Policy Conditions	16
 General Policy Definitions	20
 General Policy Exclusions	22
 Claims Procedure	24
 Important Information	25



The Contract of Insurance

The contract of insurance between You and Us consists of the following elements, which must be read together:

- **Your** policy wording;
- the information contained on **Your** risk presentation” “Information Provided by **You**” document issued by **Us**/“Statement of Fact” document issued by **Us**”;
- the policy schedule;
- any notice issued by **Us** at renewal;
- any endorsement to **Your** policy; and
- the information under the heading “Important Information” which **We** give **You** when **You** take out or renew **Your** policy.

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 and conditions 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.

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.

Signature of Adam Winslow
CEO, UK and Ireland, General Insurance



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

Introduction

Welcome to **Aviva**, **We** are committed to providing a first-class service. Aviva is one of the UK's largest insurers 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.

Contents

This policy consists of individual Sections. **You** should read this policy in conjunction with **The Schedule** which confirms the **Sections You** are insured under and gives precise details of the extent of **Your** insurance protection.

Contact details for claims and help

Services

As an **Aviva** customer, **You** can access additional services to help **You** keep **Your** business running smoothly. For our joint protection telephone calls may be recorded and/or monitored.

Claims Service

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 Tel: 0345 030 7366

Aviva E-mail: marine.claims@aviva.com

4th Floor
10 Chapel Walks
Manchester
M2 1HL

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 as soon as possible. This service is available during office hours with an answering service outside these times.

Aviva Businesslaw

This service (provided by DAS Businesslaw and powered by Farillio) is built specifically to help businesses manage a wide range of business and legal issues. You'll get access to:

- unlimited legal advice via the legal advice helpline
- a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help **You** with the day-to-day running of **Your** business, as well as helping **You** to manage **Your** exposure to legal risk
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- topics range from branding, crowdfunding, financial and tax planning, to marketing strategy to help build and grow **Your** business
- email alerts on changes in law, legislation and regulation

To register:

1. Visit <https://avivabusinesslaw.farill.io/>
2. Enter the voucher code DASBAVI100 into the 'First time using Aviva Businesslaw?' box and click 'Validate Voucher'
3. Fill out **Your** name, email address, and create a password
4. Validate **Your** email address by pressing the link in the confirmation email that **You** receive.

Website <https://avivabusinesslaw.farill.io/>

Complaints Procedure

What will happen if you complain

If **Your** complaint is not resolved quickly:

- **Your** complaint will be acknowledged promptly.
- A dedicated complaint expert will be assigned to review **Your** complaint.
- A thorough and impartial investigation will be carried out.
- **You** will be kept updated of the progress.
- Everything will be done to resolve things as quickly as possible.
- A written response will be sent to **You** within eight weeks of receiving **Your** complaint, this will inform **You** of the results of the investigation or explain why this isn't possible.

Where **Your** concerns are unable to be resolved or have not been resolved within eight weeks, **You** may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision **You** are not. Contacting them will not affect **Your** legal rights.

You can contact the FOS on 0800 023 4567 or visit their website at www.financial-ombudsman.org.uk, where **You** will find further information.

What to do if you are unhappy

If **You** have a complaint about this insurance, **You** can write to Marine Claims Manager, Aviva, 4th Floor, 10 Chapel Walks, Manchester, M2 1HL, or telephone 0161 931 8424.

What is a Policy Definition?

A Definition is a statement of the meaning of a word, phrase or term.

Defined words, phrases or terms will always start with a capital letter and are in bold, for example '**Your** Property'. A full list of Definitions can be found within the Storage Liabilities Definitions and within the General Policy Definitions.

The Ticks  and Crosses  are used throughout this document to identify those items that are covered and those that are not.



Carriage & Storage Liabilities Provisions

Cover



(1) Loss or Damage

We will insure **You** against **Your** legal liability under:

- (a) the Conditions Incorporated as shown in **The Schedule** under which **You** have contracted with **Your** customer
- (b) the Conventions as shown in **The Schedule**

for physical loss of or damage to **Goods** within the **Geographical Limits** and/or at the **Premises** specified in **The Schedule** during the **Period of Insurance** and in accordance with **Your** Business.

We will not be liable for:

- (a) the amount of the Excess shown in **The Schedule**
- (b) physical loss or damage caused by:
 - (i) depreciation or deterioration or variation in temperature unless specified in **The Schedule**; or
 - (ii) accident to the conveying **Vehicle**.
- (c) errors and/or omissions committed by **You** unless specified in **The Schedule**.
- (d) physical loss or damage caused by mechanical or electrical derangement of the **Goods** unless caused by external means.
- (e) physical loss or damage caused by:
 - (i) defective or inadequate packing or insulation or labelling;
 - (ii) shortage in weight, evaporation or ordinary leakage;
 - (iii) deliberate abandonment of the **Goods** and/or other property;
 - (iv) vermin, wear, tear or gradual deterioration;
 - (v) contamination;
 - (vi) inherent vice of the **Goods**;
- (f) physical loss of or damage to **Excluded Goods** unless specified in **The Schedule**.
- (g) **Your** liability under Articles 21, 24, or 26 of the **CMR Convention**, unless specified in **The Schedule**.
- (h) **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**.

(2) Consequential Financial Loss

We will insure **You** against consequential financial loss for which **You** are legally liable, arising solely from:

- (a) physical loss of or damage to **Goods** (not Your property) for which this policy otherwise becomes liable
- (b) delay
- (c) accidental mis-delivery

up to a maximum limit of indemnity any one **Occurrence** of £250,000.

We will not be liable for:

- (a) failure to meet an agreed delivery time or date
- (b) death or injury to or disease or illness of any person
- (c) consequential financial loss unless **You** contract via **Your** Conditions of Contract, Carriage, Trading and/or Storage to either exclude liability for such financial loss or to limit **Your** liability to a maximum of four times the amount charged by **You** for the service provided in respect of **Goods** physically lost or damaged.

(3) Contract Conditions Set Aside

Should **Your** Conditions of Contract, Carriage, Trading and/or Storage 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.

(4) Cabotage

We will insure **You** against **Your** legal liability under the national laws of any country within the **Geographical Limits** (other than Zone 1), in respect of the Carriage of **Goods** if

- (a) **You** did not incorporate Conditions of Contract, Carriage or Trading into the contract with **Your** customer and
- (b) no international convention applied by law

up to a maximum limit of indemnity any one **Occurrence** of £75,000.

(5) Lien

We will insure **You** against physical loss of or damage to **Goods** over which **You** are lawfully exercising a contractual lien, providing that such loss or damage occurs whilst within the **Geographical Limits** of the policy and **Our** maximum liability shall not exceed:

- (a) the amount of the debt subject of the lien, or,
- (b) the replacement value of the **Goods**, or,
- (c) the limit stated in **The Schedule**, or,
- (d) £50,000 any one **Occurrence**

whichever is the least.

(6) Legal Costs

We will insure **You** against legal fees, costs and expenses incurred with **Our** prior written consent in defending any claim made against **You**, but only:

- (a) in respect of that part of any dispute agreed by **Us**, to be covered by this policy and
- (b) where **We** have exercised **Our** option to take over and conduct in **Your** name investigation, negotiation, settlement of and/or litigation in respect of the claim.

(7) Transport Equipment and Own Goods

We will insure **You** against physical loss of or damage to:

- (a) Trailer curtains, sheets, ropes, chains and dunnage whilst on any **Vehicle** owned or operated by **You**. Settlement of such claims shall be based on the new replacement values for such property not exceeding 2 years of age and used market value for older property.
- (b) **Your Own Goods** in connection with **Your** Business whilst on any **Vehicle** owned or operated by **You** up to a maximum limit of indemnity any one **Occurrence** of £25,000.

We will not be liable for:

- (a) **Goods** specifically insured elsewhere.
- (b) wear, tear, gradual deterioration, mechanical or electrical breakdown, failure or derangement.
- (c) physical loss or damage because of inadequate packing to withstand the normal rigours and handling during transit.
- (d) physical loss of or damage to motor vehicles, trailers, containers, **Theft Attractive Goods** and/or **Excluded Goods**

(8) Transshipment and Debris Removal Costs

We will insure **You** against the reasonable costs and expenses directly resulting from physical loss of or damage to **Goods**, Transport Equipment and Own Goods for which **We** have accepted liability, in respect of:

- (a) transshipment and/or recovery charges
 - (b) removal and clearance charges
 - (c) disposal of damaged **Goods** charges
- up to a maximum limit of indemnity any one **Occurrence** of £25,000.

(9) Driver's Personal Effects

We will insure **You** against physical loss of or damage to **Your** driver's personal effects, up to a maximum limit of indemnity any one **Occurrence** of £1,000.

We will not be liable for:

- (a) personal effects specifically insured elsewhere
- (b) **Theft Attractive Goods** and/or **Excluded Goods**

(10) Temporary Storage

We will insure **You** against **Your** legal liability for physical loss of or damage to **Goods** whilst in temporary storage during the ordinary course of transit between the collection and delivery addresses specified in the contract of carriage, for a maximum period of 30 days.

We will not be liable for:

- (a) **Goods** stored for a fee
- (b) **Goods** in temporary storage that are the subject of a contract for storage and distribution
- (c) **Goods** in temporary storage that are not stored in a premise of **Substantial Construction**.

(11) Carriage by Subcontractors

Where specified in **The Schedule** as including carriage by Subcontractors, **We** will indemnify **You** where **Goods** are in the possession, custody or control of **Your** Subcontractors or successive Subcontractors. Any claims arising shall only be admissible to the extent to which they are not recoverable from the Subcontractor and/or successive Subcontractor and shall only attach after the subcontractor and/or successive subcontractors' insurance has been exhausted.

Prior to entrusting **Goods** to a Subcontractor, **You** must have agreement in writing beforehand that they accept no less liability than **You** have for such **Goods**. In the event that **You** fail to secure such agreement, **We** will continue to indemnify **You**, providing **You** can prove to **Our** satisfaction that:

- (a) at the time of the loss, **You** had established procedures for securing such agreement and
- (b) all Employees had been instructed in writing to follow such procedures and any failure to do so was due to an isolated error.

You are not required to seek written agreement from shipping lines, airlines, ports, terminals, or railway operators.

The benefit of this policy shall in no circumstances whatsoever pass to any subcontractor and/or successive subcontractor or their insurers.

(12) Unwitting CMR

We will insure **You** against **Your** unwitting legal liability for physical loss of or damage to **Goods** subject to the CMR Convention within the **Geographical Limits** of Zone 1 only, up to a maximum limit of indemnity any one **Occurrence** of £350,000.

Unwitting CMR only applies to CMR by Statute and does not extend to include any liability where **You** were aware that CMR applied, nor any liability subject to CMR by Contract agreements.

(13) Third Party Equipment

We will insure **You** against **Your** legal liability for physical loss of or damage to third party trailers and **Containers** whilst in **Your** care, custody or control, up to a maximum limit of indemnity any one **Occurrence** of £100,000.

We will not be liable for trailers and/or **Containers** owned by or hired, leased or loaned to **You** or for which **You** have been instructed to insure or for which **You** have contracted to provide an indemnity or accept responsibility.

(14) 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 of **Theft Attractive Goods** when carried by **You** is limited to a maximum amount of £75,000 per **Occurrence**, or any lesser amount specified in **The Schedule** unless otherwise agreed by **Us** in writing.

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

- (a) without **Your** knowledge in sealed containers; or
- (b) without **Your** knowledge 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**.

(15) Non-Incorporation of Contract/Trading Conditions

We will indemnify **You** to the extent to which **You** have a liability at common law in the event that **You** have failed to incorporate the contract conditions as specified within the **Policy Schedule** into the contract with **Your** customer provided that:

- (a) **You** intended to trade under such contract/trading conditions and took all reasonable steps to notify customers of their application and
- (b) the failure to notify the customer of such contract/trading conditions was due to an error or omission and it can be proved to **Our** satisfaction that **You** had established business procedures for such notification to be given to all customers and that all employees or agents of **You** had been instructed in writing to follow such procedures.

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



In addition to the items shown in the “General Policy Conditions” Section, the following also apply to this Section.

Intruder Alarm System

If, in relation to any claim for physical loss of or damage to the **Goods** caused by theft or attempted theft at the **Premises**, **You** have failed to fulfil any of Intruder Alarm Conditions (1) to (8) shown below, **You** will lose **Your** right to indemnity or payment for that claim.

Intruder Alarm Conditions

- (1) While the **Premises** are **Unattended** they must be protected by an **Intruder Alarm System**
 - (a) maintained in full and efficient working order under an on-going maintenance contract provided by an **Alarm Company**.
 - (b) registered with an **Alarm Receiving Centre**.
 - (c) eligible for police response, via the issue and retention of a valid police unique reference number.
 - (d) which is set in its entirety, with all means of communication used to transmit **Activations** to an **Alarm Receiving Centre** in full operation.
- (2) If requested, **You** must supply **Us** with a copy of the **Intruder Alarm System** specification.
- (3) The **Protected Premises** must not be left without at least one **Responsible Person** in attendance where
 - (a) the **Intruder Alarm System** is not set in its entirety
 - (b) the police have withdrawn their response to **Activations** unless **We** agree otherwise.
- (4) During any period that the **Intruder Alarm System** is set, a **Key Holder** must, following notification of **Activations** or interruption of any of the means of communication used to transmit **Activations** to an **Alarm Receiving Centre**
 - (a) attend the **Premises** as soon as reasonably possible in order to confirm the security of the **Premises** and
 - (b) reset the **Intruder Alarm System** in its entirety with all means of communication used to transmit **Activations** to an **Alarm Receiving Centre** in full operation.

If the **Intruder Alarm System** cannot be reset in its entirety or all the means of communication used to transmit **Activations** to an **Alarm Receiving Centre** are not in full operation, a **Key Holder** must remain at the **Premises** unless **We** agree otherwise.

- (5) **You** must advise **Us** as soon as possible and, in any event, not later than 10:00am on **Our** next working day
 - (a) of notice from
 - (i) the police giving warning of withdrawal of their services, or a reduction or delay in the level of their response to **Activations**
 - (ii) a local authority or magistrate imposing any requirement for abatement of nuisance caused by the **Intruder Alarm System**
 - (b) when the **Intruder Alarm System** and/or the means of communication used to transmit **Activations** to an **Alarm Receiving Centre** cannot be returned to or maintained in full working order.

You must comply with **Our** subsequent requirements.

- (6) Any alteration or substitution of
 - (a) any part of the **Intruder Alarm System**
 - (b) the structure of the **Premises** or changes to the layout of the **Premises** which would reduce the effectiveness of the **Intruder Alarm System**
 - (c) the means of communication used to transmit **Activations** to an **Alarm Receiving Centre**
 - (d) the procedures agreed with **Us** for police or any other response to any **Activations**
 - (e) the **Intruder Alarm System** maintenance contract
 must not be made without **Our** prior written agreement.

Intruder Alarm System

(continued)

- (7) **You** and each **Key Holder** must maintain
 - (a) the secrecy of all the codes and
 - (b) the security of all keys and other setting devices for the operation of the **Intruder Alarm System**. All such keys and setting devices must be removed from the **Premises** when they are left **Unattended**.
- (8) **You** must appoint at least two **Key Holders** and lodge written details (which must be kept up to date) with the **Alarm Company**, the **Alarm Receiving Centre** and, if they so require, the police or local authority.

Stillage Condition

If, in relation to any claim for loss of or damage caused by flood at the **Premises**, **You** have failed to fulfil the following condition, **You** will lose **Your** right to indemnity or payment for that claim.

All stock susceptible to water damage must be stored at least 100mm from the floor by means of shelving, racking and/or stillages.



Storage Liabilities Definitions

A Definition is a statement of the meaning of a word, phrase or term. Defined words, phrases or terms will always start with a capital letter, and are in bold. In addition to the items shown in the “General Policy Definitions” Section, the following also apply to this Section.

Activations

Signals or other information generated by the **Intruder Alarm System** which indicate

- (1) a suspected or confirmed intrusion into the **Protected Premises**
- (2) that a fault or tamper event may have occurred
- (3) incorrect or unexpected setting or unsetting of the **Intruder Alarm System**.

Alarm Company

An organisation recognised as an ‘approved company’ by the National Security Inspectorate (NSI) or as a ‘registered firm’ by the Security Systems and Alarm Inspection Board (SSAIB).

Alarm Receiving Centre

An organisation recognised as an ‘approved company’ by the NSI or as a ‘registered firm’ by the SSAIB and which agrees to receive **Activations** from the **Intruder Alarm System** and make arrangements for notifying them to a **Key Holder** and/or the police.

Intruder Alarm System

An electrical installation to detect and indicate the presence, entry or attempted entry of an intruder into the **Protected Premises**, including all devices used to transmit **Activations** to an **Alarm Receiving Centre**.

Key Holder

You, or any person or key holding company authorised by **You**, who must be

- (1) available at all times to
 - (a) accept notification of **Activations**
 - (b) attend and allow access to the **Premises**
- (2) fully trained in the operation of the **Intruder Alarm System**.

Premises

Shall mean that portion(s) of a building of **Substantial Construction** used by **You** for the storage of the **Goods** but shall not include any yard, compound, garden or open space.

Protected Premises

The **Premises**, or those portions of the **Premises**, protected by the **Intruder Alarm System**.

Responsible Person

You or any person authorised by **You** to be responsible for the security of the **Premises**.

Substantial Construction

Shall mean built only of brick and/or stone and/or concrete and/or steel frame and steel construction and/or plastic-coated metal profile sheet on steel frame above brick with a slate and/or tiled and/or metal and/or asbestos and/or concrete roof.



Storage Liabilities Exclusions

In addition to the General Policy Exclusions within the policy, We will not be liable for any physical loss of or damage to the Goods caused by or attributable to:

- (1) Theft
 - (a) unless involving violent and forcible entry into or exit from the **Premises**,
 - (b) unless consequent upon and in connection with the assault of, or violence or threat thereof to **You** or **Your** employees or servants or bailees,
 - (c) arising from or occasioned by any act of fraud, dishonesty or infidelity by **You, Your** employees or servants or arising from or occasioned by **Your, Your** servant's or agent's complicity in any such fraud, dishonesty or infidelity,
 - (d) arising from or occasioned by any person lawfully in the **Premises** unless involving theft in circumstances set out above.
- (2) Mysterious disappearance or by shortage where such loss is revealed by the making of an inventory or periodic stocktaking.

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

(1) 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 of 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
 - (i) before accepting the load, obtain written notification from the consignors of the temperature(s) **Goods** are to be carried at; and
 - (ii) before unloading, obtain written notification from the consignees of the temperature(s) of the **Goods** 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 logbook 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**.

(2) Errors and Omissions Committed by You

We will indemnify **You** 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) resulting from or contributed to by any dishonest, 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 effect insurance;
- (f) by H.M Government or the European Union for payment of duty or V.A.T. or Fines or Penalties;
- (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.

General Policy Conditions

These are the conditions applying to the whole policy.

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.

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 the full record of such charges 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 **Period of Insurance** **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.

Non-Adjustable Policies

If **The Schedule**, states that **Your** policy is Non-adjustable, the premium is based on the estimated turnover, revenue or charges that **You** have supplied to **Us**. If **You** exceed these, within the **Period of Insurance**, **We** reserve the right to charge an additional premium to cover these charges.

Cancellation

- (a) **You** may cancel this policy at any time after the date **We** have received the premium by providing at least 30 days' written notice to **Us**.
- (b) If there is a default under **Your** Aviva credit agreement which finances this policy, **We** may cancel this policy by providing written notice 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, **We** may, at **Our** discretion, refund to **You** a proportionate part of the premium paid for the unexpired period. This is provided that, during the current Period of Insurance, there has been no:

- (i) claim made under the policy for which **We** have made a payment
 - (ii) claim made under the policy which is still under consideration
 - (iii) incident which **You** are aware of and which is likely to give rise to a claim, and which has already been, or is yet to be, reported to **Us**.
- (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 providing at least 30 days' written notice to **Your** last known address.

We will refund a proportionate part of the premium for the unexpired period provided that, during the current Period of Insurance, there has been no:

- (i) claim made under the policy for which **We** have made a payment
- (ii) claim made under the policy which is still under consideration
- (iii) incident which **You** are aware of and which is likely to give rise to a claim, and which has already been, or is yet to be, reported to **Us**.

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.

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.

Non-Disclosure, Misrepresentation or Misdescription

Non-Disclosure needs to match that of the cargo wording Layout and format of bullets to mirror Cargo - considered to be much clearer change to:

(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.

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**.

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).

Contracts (Rights of Third Parties) Act 1999
Exclusion Clause

Subjectivity Condition

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.

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.

General Policy Definitions

A Definition is a statement of the meaning of a word, phrase or term. Defined words, phrases or terms will always start with a capital letter, and are in bold.

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, whilst temporarily stored in the course of transit or whilst stored for a fee or under contract.
CMR Convention	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.
Container	Any Container, tank tainer, demountable body, flat or similar unit (including ancillary equipment whilst attaching to such unit), not Your property.
Excluded Goods	Living creatures, bullion, cash, bank notes, stamps, prepaid phone cards and gift cards, bonds, treasury notes, securities, fine arts, specie, negotiable instruments, household goods and or personal effects during removal or storage, motor vehicles, caravans, mobile or portable buildings, boats and yachts, Goods being towed and explosives
Geographical Limits	<p>Zone 1 England, Wales, Scotland, Northern Ireland, Republic of Ireland, Isle of Man, all offshore islands, (including the Channel Islands), only.</p> <p>Zone 2 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 Zone 1, 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 Bosphorous only).</p> <p>Zone 4 Zone 1, Zone 2, Zone 3 (as defined above), Albania, Moldova, Turkey (south and east of the Bosphorous) only.</p> <p>Zone 5 Worldwide (Freight Forwarders only). Certain countries are excluded under this policy. Please refer to Your Policy Schedule for details of these.</p>
Goods	Goods and/or Merchandise not Your property but for which You are responsible in accordance with the Conditions of Contract, Carriage, Trading and/or Storage under which You operate as specified in The Schedule .
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.
The Schedule	The document which specifies details of The Policyholder , business description, carriage liabilities insured, storage liabilities insured, the conveyance methods, the sums insured and any excesses, endorsements and conditions applying to the policy.

Theft Attractive Goods	<p>Wines and/or spirits including but not limited to champagne;</p> <p>Cigars, cigarettes and tobacco excluding raw leaf tobacco;</p> <p>Non-ferrous metals in raw scrap bar or ingot or similar form;</p> <p>Footwear, clothing, furs, leathers and readymade garments;</p> <p>Mobile phones and/or smart phones and/or wireless communication devices;</p> <p>Precious stones or precious metals or articles made of or containing precious stones or metals;</p> <p>Audio/visual equipment;</p> <p>Satellite navigation equipment;</p> <p>Computer equipment, software, hardware (excluding loss of data where no cover shall apply) and accessories;</p> <p>Photographic equipment and accessories;</p> <p>Bottled perfumery and cosmetics;</p> <p>Watches and jewellery</p>
Unattended	<p>Where neither You nor Your driver or employee (including agency workers and independent contractors under Your direction and control) are in the Vehicle or Premises and are not in a position to keep the Vehicle and/or Goods under constant and close proximity surveillance and at the same time have a reasonable prospect of preventing any unauthorised interference with the Vehicle and/or Goods.</p> <p>Whilst Your driver is in the cab of the Vehicle, We will not deem the Vehicle to be Unattended.</p>
Vehicle	Any vehicle and/or trailer owned or operated by You .
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.



General Policy 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 be liable for the following physical loss of or damage to the Goods caused by or attributable to:

Radioactive and Nuclear Goods

Loss of or damage to, 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.

Pressure Waves

Loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

War, Civil Commotion and Terrorism

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 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, and/or

(d) any action taken in controlling, preventing, suppressing or in any way relating to a), b) and/or c) above.

Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Communicable Disease Exclusion

- (1) Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- (2) As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - (2).1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - (2).2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - (2).3 the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

Marine Cyber Endorsement

1. Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
2. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
3. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

LMA5403

11 November 2019



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 e-mail;
- **immediately** give notice to sub-contractors or other bailees of loss or damage by 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.

Contact details in the event of a claim:

Marine Claims Manager

Tel: 0345 030 7366

Aviva

E-mail: marine.claims@aviva.com

4th Floor

10 Chapel Walks

Manchester

M2 1HL

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 the law of England and Wales and shall be subject to the exclusive jurisdiction of the English courts

Data Protection – Privacy Notice

Aviva Insurance Limited is the main company responsible for your Personal Information (known as the controller).

We collect and use Personal Information about you in relation to our products and services. Personal Information means any information relating to you or another living individual who is identifiable by us. The type of Personal Information we collect and use will depend on our relationship with you and may include more general information (e.g. your name, date of birth, contact details) or more sensitive information (e.g. details of your health or criminal convictions).

Some of the Personal Information we use may be provided to us by a third party. This may include information already held about you within the Aviva group, information we obtain from publicly available records, third parties and from industry databases, including fraud prevention agencies and databases.

This notice explains the most important aspects of how we use your Personal Information, but you can get more information by viewing our full privacy policy at aviva.co.uk/privacypolicy or requesting a copy by writing to us at: The Data Protection Team, Aviva, PO Box 7684, Pitheavlis, Perth PH2 1JR. If you are providing Personal Information about another person you should show them this notice.

We use your Personal Information for a number of purposes including providing our products and services and for fraud prevention.

We also use profiling and other data analysis to understand our customers better, e.g. what kind of content or products would be of most interest, and to predict the likelihood of certain events arising, e.g. to assess insurance risk or the likelihood of fraud.

We may carry out automated decision making to decide on what terms we can provide products and services, deal with claims and carry out fraud checks. More information about this, including your right to request that certain automated decisions we make have human involvement, can be found in the “Automated Decision Making” section of our full privacy policy.

We may process information from a credit reference agency, including a quotation search where you are offered an Aviva credit payment facility. More information about this can be found in the “Credit Reference Agencies” section of our full privacy policy.

We may use Personal Information we hold about you across the Aviva group for marketing purposes, including sending marketing communications in accordance with your preferences. If you wish to amend your marketing preferences please contact us at: contactus@aviva.com or by writing to us at: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD. More information about this can be found in the “Marketing” section of our full privacy policy.

Your Personal Information may be shared with other Aviva group companies and third parties (including our suppliers such as those who provide claims services and regulatory and law enforcement bodies). We may transfer your Personal Information to countries outside of the UK but will always ensure appropriate safeguards are in place when doing so.

You have certain data rights in relation to your Personal Information, including a right to access Personal Information, a right to correct inaccurate Personal Information and a right to erase or suspend our use of your Personal Information. These rights may also include a right to transfer your Personal Information to another organisation, a right to object to our use of your Personal Information, a right to withdraw consent and a right to complain to the data protection regulator. These rights may only apply in certain circumstances and are subject to certain exemptions. You can find out more about these rights in the “Data Rights” section of our full privacy policy or by contacting us at dataprt@aviva.com

Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity;
- Check details of job applicants and employees.

Claims history

- Under the conditions of your policy you must tell us about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database.
- We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

We can supply on request further details of the databases we access or contribute to. If you require further details please contact us.

Financial Services Compensation Scheme

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See [fscs.org.uk](https://www.fscs.org.uk)

Use of Language

All communications relating to this contract will be in English.

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.

Your Cancellation Rights

There are no statutory cancellation rights under this 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.

Customers with Disabilities

All documentation is also available in large print, audio and braille. If you require any of these formats please contact your Insurance Advisor.

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.



Aviva Insurance Limited. Registered in Scotland No 2116. Registered Office Pitheavlis, Perth, Scotland PH2 0NH.
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority