

CHUBB®



Renewal Date 27/03/2024

***Goods in Transit Insurance for Haulage  
Contractors, Freight Forwarders, couriers and  
Warehouse Keepers***

***Your Policy Terms and Conditions***



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Chubb European Group SE (CEG) is supervised by the French  
Prudential Supervision and Resolution Authority

# Freight Liability **Renewal Policy**

CHUBB®

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100 Leadenhall Street  
London  
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[www.chubb.com/uk](http://www.chubb.com/uk)

Please read this Policy carefully. If it does not meet with Your requirements, You should inform Us immediately through Your insurance intermediary. Chubb European Group SE (CEG). (referred to as 'the Company' within this Policy) and the Insured named in the Policy agree that

this Policy and any Endorsement (s) subsequently issued shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears,

information supplied by the Insured shall be incorporated as part of the contract,

the Company will provide the insurance described in this Policy, subject to the terms and conditions, for the period of insurance shown and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium,

provided that this Policy shall not be in force unless it has been initialled by an authorised official of the Company.

**Signed** for and on behalf of the Company



**Mark Roberts,**  
Division President UK & I

## **French Prudential Supervision and Resolution Authority**

Chubb European Group SE (CEG) is a Societas Europaea, a public company registered in accordance with the corporate law of the European Union. Members' liability is limited. CEG is headquartered in France and governed by the provisions of the French insurance code. Risks falling within the European Economic Area are underwritten by CEG, which is authorised and regulated by the French Prudential Supervision and Resolution Authority (4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France). Registered company number: 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Fully paid share capital of €896,176,662.

CEG's UK branch is registered in England & Wales. UK Establishment address: 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Details about our authorisation can be found on the Financial Conduct Authority website (FS Register number 820988).

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## Section 1: Summary of Cover

Policy Number: [REDACTED]  
Agent: **Quote Me Today**  
Agency Ref: [REDACTED]  
Insured: Uk Mover Ltd  
Company Name: **Uk Mover Ltd**  
Address: 64 Sydenham Road  
London

SE26 5QE

Period of Cover: **27/03/2024** For a period of 12 months

### Your Cover:

Note here any High Theft Risk Goods Carried:-

Based on 1 x unspecified vehicle

It is agreed that excess in respect of household removals is increased to £1,000 each and every loss

### Renewal Premium Payable and Event Limit

#### Limit of Liability Under this Policy

Subject to a maximum Limit of Liability of **GBP 500,000** Any One Event

#### Excess

Subject to an excess of **GBP 250** each and every loss

#### Premium

Subject to a **Non-Adjustable Premium** of

Net Premium	GBP	[REDACTED]
Trailer Premium	GBP	[REDACTED]
IPT	GBP	[REDACTED]
Charge	GBP	[REDACTED]
Total Premium	GBP	[REDACTED]

**Cover Option – F**

Turnover GBP

Your Cover Item (Section 4: Your Cover)	F	All Risks of legal liability
Weight Limitation		Full Responsibility irrespective of Weight
Limit Any One Vehicle		GBP 25000

**Optional Extra(s):**

Temperature Controlled Goods	1	No	Errors and Omissions	2	Yes
Non-Incorporation	3	Yes	Trailers	4	No

## Warranty Name - WF001 - Removals

### Removal of Exclusion 7 of Section 8:

It is hereby noted and agreed that the exclusion 7 of section 8 of the policy wording (Loss or damage to household, office or industrial goods and property during removal or storage) is deleted

**Professionally Packed Items:** - Excluding loss of or damage to items packed by owner in furniture, trunks, cases, drawers or other receptacles unless previously listed and disclosed to the removers, their subcontractors or agents and included in the packing inventory.

**Owner Packed Items and Baggage:** - Excluding breakage, scratching, denting, chipping, staining and tearing unless caused by fire or by the vessel or conveyance being stranded, sunk, burnt, in collision or overturned. The amount recoverable in respect of any one package shall be insured value thereof as declared to the removers prior to commencement of the transit, or otherwise the proportionate value of the package as one of the number of items described upon the consignment note or inventory prepared by the remove prior to commencement of the transit.

**Subject to Clauses 1-10 below as may be applicable.** This insurance attaches from the time that the goods leave the Insured's residence or elsewhere including throughout handling, packing and temporary storage, in furniture depositories and other approved warehouse until delivery into the insured's residence or place of storage at destination.

### 1. PAIRS AND SETS CLAUSE

In the event of loss of or damage to any article forming a part of a pair or set the Underwriters shall not be liable for more than the value of the particular part or parts which may be lost or damaged without reference to any special value which such part or parts may have as forming a pair of set but in any event not exceeding a proportionate part of the sum insured in respect of the pair or set.

### 2. AVERAGE CLAUSE

The insurance is subject to the condition of average, that is to say, if the property covered by this insurance shall at the time of loss be of greater value (in the country of destination) than the sum insured hereby, the Assured shall only be entitled to recover hereunder such proportion of the said loss as the sum insured by this certificate bears to the total value (in the country of destination) of the said property.

### 3. ANTIQUE CLAUSE

In the event of damage to antique items and/or works of art insured hereunder liability is restricted to the reasonable cost of repairs and no claim is recoverable in respect of depreciation. In no case shall liability hereunder for such repairs exceed the sum insured in respect of the damaged article

### 4. REPLACEMENT CLAUSE - SECOND-HAND MACHINERY

In the event of a claim for loss or damage to any part of the insured interest in consequence of a peril covered by the contract, the amount recoverable hereunder shall not exceed such proportion of the cost of replacement of the parts lost or damaged as the insured value of new machinery, plus additional charges for forwarding and refitting the new part or parts if incurred. Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.

### 5. WEAR AND TEAR CLAUSE

Excluding wear and tear, gradual deterioration, moths, insects, vermin, rust and mildew.

### 6. CONSEQUENTIAL LOSS CLAUSE

Excluding consequential loss of any kind or description.

### 7. CLIMATIC CONDITIONS CLAUSE

Excluding damage caused by climatic or atmospheric conditions or extremes of temperature.

### 8. MECHANICAL AND ELECTRICAL DERANGEMENT

Excluding Mechanical, electrical or electronic derangement unless caused by external, physical damage to the items concerned.

### 9. DEPRECIATION CLAUSE

Excluding depreciation resultant upon repairs.

### 10. EXCESS CLAUSE

An excess of 1% of the sum insured applies to each and every claim, subject to a minimum of GBP 250.00 and a maximum of GBP 750.00

### 11. MOTORCYCLES

It is hereby noted that cover for Motorcycles is included whilst carried as part of a removal

**End of Warranty Name - WF001 - Removals**

**Warranty Name - WF009 - Second-hand/Pre-used Equipment Clause - Removals**

In the event of loss of or damage to any part or parts of the subject matter insured caused by the operation of an insured peril, the sum recoverable shall not exceed that proportion of the cost of replacement or repair of such part or parts as the sum insured bears to the cost of the subject matter insured when new.

This policy will, in addition, pay reasonably incurred forwarding and refitting charges.

This section also excludes loss or damage arising from rust, oxidation, discoloration, corrosion, scratching, denting, bruising, pre-existing damage and defects of any second-hand or pre-used equipment.

In no case shall insurers' liability exceed the sum insured of the subject matter insured

**End of Warranty Name - WF009 - Second-hand/Pre-used Equipment Clause - Removals**





## Section 2: Introduction

**This page tells You how We will deal with any claim made against You. It doesn't form a part of the contract of insurance. It is just an explanatory note of what You should expect to happen if a claim is made against You.**

If the owner of Goods that are lost or damaged whilst in Your custody claims against You for their value We will, subject to Your having complied with all the terms of this Policy, deal with the claim in one of the following three ways

### ONE

We will pay up to the limit of Your liability, as agreed in the Policy.

### TWO

If We think You have a defence to liability under Your contract, We will put it forward. Please note that this does not, in any way, reject Your right to claim under this Policy. In taking this course We will continue to deal with the matter on Your behalf, leaving You to continue Your daily business activities with the minimum of disruption

### THREE

If the owner of the Goods challenges that defence, We will review the position. We may still defend the case and go to court. If the judge finds against You We'll pay Your legal costs, the judgement sum and any costs awarded to the claimant. If We decide to appeal the judgement the same will happen with costs and damages if the appeal is rejected

**You are our client. We protect You in the ways shown above.**

In deciding to accept this **Policy** and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must ensure that all information provided is accurate and complete, including when answering any questions. In consideration of You paying the premium We, Chubb European Group SE (CEG), will provide You with insurance against loss or damage to Goods in Transit for which You are legally liable under contract, by Statute or at Common Law, occurring at any time during the period of insurance or during any subsequent period for which We accept the renewal of this Policy, subject to the terms, exceptions, exclusions, endorsements and warranties that may be contained in Your Policy.

**Important** We recommend You read this Policy and Your Schedule to ensure that it meets with Your requirements. Should You have any queries please contact Us.

### **The law applicable to this Policy**

The laws of England and Wales will govern Your Policy

### **Interpretation**

The Policy and Schedule are one contract. A word or expression to which a specific meaning has been given will keep the same meaning wherever it appears. A particular word or phrase which is not defined will have its ordinary meaning

### **Declarations**

You must keep a full record of Your gross charges for all contracts specified in the Schedule if the premium is calculated on estimated figures.

You will allow Us access to those records.

## Cancellation by You

**You** have a right to cancel this insurance at any time by writing to the broker through whom this insurance was arranged. This insurance has a cooling off period of fourteen (14) days from either:

- a) the date **You** receives this insurance documentation; or
- b) the start of the Period of Insurance,

whichever is the later.

If this insurance is cancelled by **You** then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis but subject to an administration charge of £15.00. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

If **We** have paid any claim, in whole or in part, then no refund of premium will be allowed.

If **We** become aware of a claim that was unreported by **You** and the annual premium remains unpaid, we reserve the right to deduct any outstanding premium from the amount **We** settle to you or any third party for such claim

## Cancellation by Us

**We** may cancel this **Policy** by giving **You** 30 days' notice. **We** will only do this for a valid reason. Examples of valid reasons are as follows:

- (i) non-payment of premium; or
- (ii) a change in risk occurring which means that **We** can no longer provide the **You** with insurance cover; or
- (iii) non-cooperation by **You** or failure by **You** to supply any information or documentation requested by **Us**; or
- (iv) a petition is presented for the administration or winding up of the **The Business**; a winding up order is made; a receiver is appointed over any of its assets; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction or
- (v) threatening or abusive behaviour or the use of threatening or abusive language

If this insurance is cancelled by **Us** then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis but subject to an administration charge of £15.00. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

If **We** have paid any claim, in whole or in part, then no refund of premium will be allowed.

If **We** become aware of a claim that was unreported by **You** and the annual premium remains unpaid, we reserve the right to deduct any outstanding premium from the amount **We** settle to you or any third party for such claim

## **Section 3: Definitions**

The following words and phrases shall always have the meanings shown below whenever they appear in the Policy.

### **All Risks**

Your legal liability for All Risks of physical loss or damage to Goods in Your custody and control for carriage for reward, subject to the exceptions in the Policy. The cover given by this Policy is NOT subject to Average

### **Any One Loss**

The maximum amount We will pay for any one claim or series of claims arising from One Event.

### **One Event**

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

### **CMR**

The convention on the contract for the international carriage of Goods by road. The Carriage of Goods by Road Act 1965 enacts this Convention in the United Kingdom.

### **C.O.D**

Cash On Delivery

### **Consignment**

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

### **Enclosed Premises**

A locked building or a compound surrounded on each side by a wall, fence or similar structure and having a locked gate

### **Excess**

The sum for which You are responsible as the first part of each claim

### **General Average**

There is a General Average act when, and only when, any extraordinary sacrifice or expenditure is intentionally and reasonably made or incurred for the common safety for the purpose of preserving from a peril the property involved in a common marine adventure.

### **Goods**

Goods and property which You do not own but which You are carrying or storing under contract for reward.

### **Policy**

This Policy and the Schedule, the Proposal, and any endorsement attached or issued

### **Schedule**

The document that comes with this Policy, showing Your name, address, business description, the Period of Insurance, the Premium and any extensions or special clauses in force.

**Statement of Fact**

The Statement of Fact containing information on this risk that You supplied to Us

**Sub-Contractor**

Any carrier, including employees or agents of such carrier, appointed by You directly or indirectly to carry the Goods

**Territorial Limits**

Anywhere in England, Wales, Scotland, Northern Ireland, the Isle of Man, the Channel Islands, the Republic of Ireland, and any sea crossing incidental to the carriage of the Goods within or between these geographic limits. These limits may be extended to include carriage to or from the other countries defined in this Policy, when Goods are carried under the CMR Convention.

**Transit**

The movement of Goods from one place to another, whilst in Your custody or control including loading and unloading and temporary storage in Transit either on or off the Vehicle

Temporary storage does not include Goods stored:

- |                  |  |
|------------------|--|
| i) At a rental   | iii) Subject to a contract for storage                 |
| ii) By agreement | iv) Subject to a contract for storage and distribution |

**Unattended**

When Your Vehicle or trailer is left without the driver, or another of Your employees, in sight of it and in a position to do something to prevent theft of it or from it.

**Vehicle**

Motor Vehicles, articulated Vehicles, trailers and semi-trailers

**Vehicle Load Limit**

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

**We/Us/Our**

The Insurer named in the Schedule to this Policy

**You/Your(s)/Yourself**

The company or person(s) named in the Schedule as the insured.

## Section 4: Your Cover

(Covers only apply when shown in the Policy summary)

We agree to insure You in accordance with the liability shown to be operative in the Schedule, as defined below-

- A** Liability under Road Haulage Association Conditions of Carriage 1998 Edition
- B** Liability under the CMR Convention at 8.33 Special Drawing Rights per kilo for Goods carried within the Territorial Limits in the Policy definition
- C** Liability under the CMR Convention at 8.33 Special Drawing Rights per kilo for Goods carried to or from the following countries.  
  
Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, British Isles, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia and Montenegro, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey (west of the Bosphorus), Vatican City
- D** Liability under Freight Transport Association Conditions of Carriage 2002 Edition.
- E** Liability agreed under CMR By Contract at 8.33 Special Drawing Rights per kilo, where a statutory CMR liability does not otherwise apply. Applies only to Goods carried within the Territorial Limits.
- F** Goods for which You have accepted a contractual liability for All Risks of physical loss or damage whilst in Your custody or control for Transit
- G** Liability as a carrier or bailee at common law only
- H** Liability under other conditions of carriage, which We have accepted, and which have been lodged with Us.
- I** Contingent Liability cover for Goods in the custody or control of Sub Contractors but the benefit of this insurance shall not pass to any Sub-Contractor.
- J** Liability under the United Kingdom Warehousing Association (UKWA) Conditions of Storage – 2002 Edition
- K** Liability under the United Kingdom Warehousing Association (UKWA) Contract Condition for Logistics – 2006 Edition
- L** Liability under Road Haulage Association Conditions of Storage – 1998 Edition
- M** Cabotage – Liability as under Cover F if You carry Goods within the individual borders of those countries shown in Cover C. Limit of liability not to exceed £50,000 or the Vehicle Load Limit, whichever is the lesser.
- N** Liability under the British International Freight Association (BIFA) Standard Trading Conditions 2005
- O** All Risks Conditions of Storage

**NOTE:** If You fail to incorporate Your contractual liability shown in liability A, D, E, H, I, J, K, L, M or N above We will, in the first instance, attempt to settle Your claim with your customer as if those liabilities had been incorporated.

### Our Maximum Liability to You

The maximum We will pay under this Policy, including any extensions, clauses, endorsements or extra cover, shall be the amount shown in the Schedule as the Limit Any One Event.

## **Section 5: General Conditions**

### **Theft Attractive Goods Limitation**

We will only insure You against Theft, Pilferage or Shortages for a maximum amount of £50,000 any one Vehicle load of the following Goods, unless You carry it unknowingly or unwittingly in a sealed container or as part of a groupage load

- Bottled wines and spirits;
- Cigars, cigarettes and tobacco but excluding raw leaf tobacco;
- Non-ferrous metals in raw scrap bar ingot or similar form;
- Furs, skins, clothing and ready-made garments, footwear, fashion accessories;
- Mobile phones and similar or associated goods and accessories;
- Audio/Visual equipment;
- Computer equipment or associated Goods, software and accessories
- Photographic equipment and accessories;
- Perfumes and scents.

### **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.

**JC2010/014**

## **Security & Care Conditions**

The following conditions must be obeyed, They are conditions that are precedent to Our liability to accept a claim under this Policy:

### **Reasonable Care**

You must, at Your own expense, take all reasonable care to prevent the Goods from suffering loss or damage when they are in Your custody or control.

### **Reasonable Care- securing of Goods on Vehicles**

You must instruct Your drivers, in writing, that they must ensure that all Goods on board Your Vehicles are secured properly to prevent movement in Transit.

### **Reasonable Care – Vehicles and suitability**

You must take all reasonable measures to ensure that Your Vehicles are suitable for all the types of Goods You carry.

You must also take all reasonable care to ensure that Your Vehicles are in roadworthy condition, and comply with all laws and regulations relating to the carriage of Goods by road, before allowing Goods to be placed on or in them.

### **Reasonable Care – employee references**

You must, at Your own expense, obtain satisfactory written references for all employees having responsibility for the Goods. Such references must be from previous employers for the two years immediately prior to them being employed by You.

Verbal references are acceptable provided You record them in writing at the time the reference is given and that You show the date and time of the reference on the written note.

All references must cover each employee's honesty and ability in the handling and carriage of Goods and of the completion of Transit documents where relevant.

All references must be made available to Us upon demand and, in any case, in the event of a claim.

### **Reasonable Care – security of the Goods**

You must instruct Your drivers, in writing, that they must lock their Vehicles and close all windows and openings whenever they are outside their Vehicles for whatever reason. We accept that Curtainsiders and Tautliners may not be locked but must always be fully closed from external view.

You must instruct Your drivers, in writing, that they must keep all the keys to Your Vehicles on their persons at all times when they are outside the Vehicle.

You must instruct Your drivers, in writing, that they must not detach any trailer from the driving cab unless the trailer is left in a securely locked building of substantial construction.

You must instruct Your drivers, in writing, that they must not deliver Goods to persons unless they have satisfied themselves that they are the persons appointed by the Consignee to receive those Goods.

These instructions must be accepted in writing by Your drivers and other employees involved in the handling or carriage of the Goods, dated and timed, and made available to Us at any time and, in any case, in the event of a claim arising

You must take reasonable care to ensure that Your Sub-Contractor has insurance in force to the same extent as that You accept under contract, by statute or legal convention, or at Common Law.

## Section 6: Your Benefits

We will also pay:

### Legal Costs

Legal Costs and expenses incurring with Our written consent *AND* Costs and expenses of claimants for which You are legally liable In respect of any claim sustained against You for loss or damage to the Goods up to a maximum amount of GBP 250,000 any one Event and annually in the aggregate.

### Own Goods

For loss or damage to the following Goods belonging to You or for which You are legally responsible, but excluding wear and tear, whilst carried on any Vehicle described in the Schedule:

ropes, sheets, tarpaulins, trailer curtains, webbing straps, packing materials and similar items.

any other Goods (but not containers, demountables, accoutrements to any Vehicles or personal effects) up to a maximum of £10,000 any One Event

### Expenses

Reasonably incurring by You in respect of:

removal of debris and site clearance of the Goods damaged whilst in Transit from the immediate area of the place where the damage occurred, including disposal costs;

transferring Goods to another Vehicle following fire, collision, overturning or impact of the conveying Vehicle, including the carriage of the Goods to its original destination or to the place of collection, including reasonable costs of demurrage;

reloading onto the Vehicle any Goods which have fallen from it;

re-securing of the Goods where there is dangerous movement of the load in Transit

### Containers (not owner, hired or leased; negligent loss/damage only)

For loss of or damage to containers and flats (but not demountable bodies) for which You are legally responsible to the extent of Your liability, provided they are not owned, hired or leased by You, nor any such Goods for which You have accepted responsibility under contract. Limit not to exceed £50,000 per container, trailer or flat.

Excluding the first £250 of each and every claim. Excluding wear, tear and depreciation and damage to tyres by cuts, punctures and braking.

**Consequential or Indirect Loss** - Financial loss suffered by Your customer for which You are legally liable following loss of or damage, delay (other than failure to meet an agreed delivery time or date) or mis-delivery of or to Goods for which We are otherwise liable under the terms of the Policy;

Cover under this extension shall not apply to claims arising under contracts for All Risks or Common Law.

Cover under this extension shall not apply to claims relating to injury to any person

Under this cover We will pay a maximum of twice Your carriage charges for the Consignment in question and a maximum of GBP 100,000 any One Event and in the aggregate during the period of cover.



### **Drivers' Personal Effects**

Up to £500 for loss or damage to drivers' personal effects whilst they are in Your Vehicles but We will not pay for wear and tear.

### **Common Law Contingency Cover**

If Your conditions of contract are set aside by an order of the court, We will insure Your legal liability at common law up to a maximum of £100,000 any one Occurrence

### **Sub-Contractors' Contingent Cover**

If You Sub-Contract the carriage of Goods to another haulage contractor You must ensure that any such Sub-Contractor carries those Goods under Your conditions of carriage and is insured to the extent of that liability. Before entrusting the Goods to any Sub-Contractor, You must also satisfy Yourself as to their honesty and ability to do the work

You must also ensure that any claim for loss or damage to Goods which occurs when the Goods are in the custody of any Sub-Contractor is passed immediately to that person or firm and that he or they are held responsible for the loss or damage.

If Your Sub-Contractor, or his insurers, fail to pay any claim for which Your Sub-Contractor is legally liable, We will indemnify You to the extent of Your legal liability as if You were the actual carrier but We will only pay the amount that cannot be recovered from Your Sub-Contractor or his insurers. Neither Your Sub-Contractor, nor his insurers, have any benefit of this insurance.

### **Unwitting CMR**

We will also insure Your legal liability for loss, damage or delay to Goods under CMR unwittingly incurred by You within England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands or the Republic of Ireland, subject to a maximum limit of £250,000 any one Occurrence.

### **General Average (Freight proportion only)**

In the event of General Average attaching to You whilst Your Vehicle is on a vessel when a General Average sacrifice is made, We will pay for the amount that Your freight charges for the carriage bear to the whole value of the marine adventure saved by that sacrifice.

### **Recovery of Your Excess for Subcontracted Transits**

Should the Goods be lost or damaged whilst under the custody and control of one of Your subcontractors We will make reasonable efforts to secure monies to the value of Your Excess when We are either subrogating back from or claiming from the subcontractor involved.

## Section 7: Optional Benefits

The cover given by this section is applicable only if it is specified in the Schedule. These Optional Extra Covers are subject otherwise to the terms, exceptions, conditions and exclusions of this Policy, and to the payment of such additional premium as is required by Us.

### 1. Temperature Controlled Goods

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

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

It is a condition precedent to Our liability to pay any claim under this extension that:

- a) You instruct Your drivers to ensure the refrigerating machinery is operational prior to loading.
- b) You must instruct Your drivers, in writing, in the operation of refrigeration equipment before allowing them control of a refrigerated Vehicle, and
- c) You must instruct Your drivers, in writing, that they must obtain written notification of the temperature at which the Goods are to be carried from the consignors before you accept the load, and
- d) You must instruct Your drivers, in writing, that they obtain written confirmation of the temperature of the Goods from the consignees upon arrival before the temperature controlled Goods are unloaded, and

You must also ensure that:

- e) Refrigeration equipment that You own or lease is serviced in accordance with the manufacturer's recommendations, and
- f) You keep the refrigeration equipment log book for own or leased equipment up to date, and
- g) You submit the refrigeration log book for Our inspection at any times upon Our reasonable request and, in any case, in the event of a claim.

***The onus is upon You to prove to Us that You have satisfied all the requirements of this extension***

### 2. Errors and Omissions Committed by You

We will insure You under Your Conditions of Contract, Carriage or Trading as specified in the Schedule against any claim or claims which may be made against You during the Period of insurance for breach of duty by reason of 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 £100,000 in respect of any one Occurrence arising out of One Event and in full in any one Period of Insurance. HOWEVER, We will not insure You in respect of any claims brought against You:

- a) Brought about or contributed to by default, fraudulent, criminal or malicious act or omission by Your 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 or cessation of trading;
- d) Resulting from Your inability to pay or collect monies;
- e) Resulting from Your failure to comply with instructions to affect insurance;
- f) Made by H.M Government for payment of duty or V.A.T
- g) For any consequential financial loss other than for contractual liability incurred in accordance with the Conditions of Contract, Carriage or Trading specified in the Schedule.

### **3. Non-Incorporation of Contract Conditions**

We will indemnify You to the extent to which You have a liability at common law if You have failed to incorporate the contract conditions shown as "insured" in the Road Haulage Section of the Schedule into the contract with Your customer provided that:

- a) You intended to trade under such contract conditions and took reasonable steps to notify customer of their application and
- b) The failure to notify the customer of such contract conditions was due to an error and You can prove to Our satisfaction that You had established procedures for such notification to be given to customers and that all employees had been instructed in writing to follow such procedures.
- c) The benefit of this extension does not exceed £250,000 in total in any one period of insurance.

### **4. Trailers**

We will insure You for loss or damage to trailers belonging to You or for which You are legally responsible under a hiring, leasing or rental agreement.

We will not pay for:

- i) Wear and tear, gradual deterioration, scratching, bruising or denting;
- ii) Mechanical, electrical or electronic breakdown, malfunction, failure or breakdown;
- iii) Damage to tyres by punctures, cuts, bursts of the application of brakes
- iv) Loss or Damage as a result of theft or attempted theft for trailers left unattended outside of the usual working day unless they are either fitted with a wheel clamp, anti-hitching device, airline lock or kept in a secure locked compound or building.

The maximum amount We will pay will be that stated in the Schedule to this Policy.

The premium for this cover will be charged at an agreed rate per cent on the total value of such trailers declared at inception of this Policy and at any subsequent renewal thereof.

## Section 8: Exclusions

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

We will not pay claims for:

- 1) The amount of the Excess, as stated in the Schedule.
- 2) Loss or damage caused by depreciation or deterioration or variation in temperature unless caused by an accident to the conveying Vehicle
- 3) Loss or damage caused by mechanical or electrical derangement of the Goods unless caused by external means.
- 4) Loss or damage caused by:
  - a. Defective or inadequate packing, insulation or labelling;
  - b. Shortage in weight, evaporation or ordinary leakage;
  - c. Deliberate abandonment of the Goods or other property;
  - d. Vermin, wear, tear or gradual depreciation;
  - e. Inherent vice.
- 5) Loss or damage to living creatures, bullion, cash and the like, bank notes, stamps, prepaid phone cards and similar, bonds, treasury notes, securities or explosives, fine arts, specie, precious metals, precious stones, and negotiable instruments.
- 6) Your liability under Articles 21, 24 or 26 of the CMR Convention.
- 7) Loss or damage to household, office or industrial Goods and property during removal or storage unless otherwise specified in the Schedule.
- 8) Confiscation, expropriation, requisition, embargo, nationalization, destruction or damage by order of any Government or Government Agency or the consequence of inadequate or inaccurate documentation.
- 9) Your liability for damages resulting from late delivery or delay in respect of a Transit for which a delivery time and/or date is contractually agreed by You
- 10) Failure to collect payments for Cash On Delivery (C.O.D.) collections of any kind.
- 11) Any liability for Your failure to arrange insurance
- 12) Loss, damage, liability or expenses directly or indirectly 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 contamination 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 contamination 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.

## Section 8: Exclusions (Continued)

- 13) Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 14) Contracts (Rights of Third Parties) Act 1999 Exclusion Clause
- The Provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this insurance or to any certificate(s) of insurance issued hereunder. Neither this insurance nor any certificates issued hereunder confer any benefits on any third parties. No third party may enforce any term of this insurance or of any certificate issued hereunder. This clause shall not affect Your rights (as assignee or otherwise) or the rights of any loss payee
- 15) Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event:
- a) war, invasion, act of foreign enemy, hostilities or a 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.
  - b) Terrorism, which is defined as any act or acts including but not limited to the use or threat of force or violence or harm or damage to life or property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear, chemical, biological or radioactive means, caused or occasioned by any person or group of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes
  - c) any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above

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.

- 16) 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.

17) Communicable Disease Exclusion (Cargo)

- 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.

## **Section 9: Claims Procedure**

You must notify Your Insurance Broker, as soon as possible, of any event which may result in a claim even if You think You have no liability for the event.

You must immediately pass to Us, unanswered, all communications relating to any event

You must not admit liability for any event which may result in a claim, nor offer to settle, compromise or make a payment without Our written consent.

### **Claims Control**

We may take over the defence of a claim or a prosecution made against You or another person entitled to indemnity. This may, at our option, include any inquest, inquiry or similar proceeding. We may also take over a claim in Your name to recover a sum which We have paid.

We may also appoint a legal or other professional representative to pursue Our rights

### **Subrogation**

You will, at Our request and at our expense, do everything which may be necessary, to allow Us to enforce a right or remedy, or obtain relief or indemnity, from other parties to which We become entitled or subrogated because of payment we make for making good loss, destruction or damage.

### **First Notification of any loss**

**We would ask that you first report any claim to your Insurance Broker. Should the matter be of an urgent nature your Broker will be able to advise you on the best course of action. Should you require out of hours assistance please use Collyer's TMA Ltd claims number shown below**

### **During Office Hours Claims Line**

Clearbroking Ltd  
126-128 High Street  
Delabole  
Cornwall  
PL33 9AJ  
Email: [claims@aryaunderwriting.com](mailto:claims@aryaunderwriting.com)

Tel: 01840 211906

### **Out of Hours Claims Line**

Collyer's TMA Ltd  
38A Main Street  
Garforth  
Leeds  
LS25 1AA

Tel: +44 (0) 113 287 1990

Fax: +44 (0)113 287 1888

Please state you are insured with Chubb European Group SE (CEG) and provide your policy number

## Section 10: Data Protection Act 2018

We use personal information which you supply to us or, where applicable, to your insurance broker in order to write and administer this policy, including any claims arising from it.

This information will include basic contract details such as your name, address and policy number, but may also include more detailed information about you (for example, your age, health, details of assets, claims history) where this is relevant to the risk we are insuring, services we are providing or to a claim you are reporting.

Chubb are part of a global group and your personal information may be shared with the group's companies in other countries as required to provide coverage under your policy or to store your information subject to our instructions and control.

You have a number of rights in relation to your personal information, including rights of access and in certain circumstances, erasure.

This section represents a condensed explanation of how we use your personal information. For more information we strongly recommend you read our user-friendly Master Privacy Policy available here at <https://www2.chubb.com/uk-en/footer/privacy-policy.aspx>. You can ask us for a paper copy of the privacy policy at any time by contacting us at [dataprotectionoffice.europe@chubb.com](mailto:dataprotectionoffice.europe@chubb.com)

## Section 11: Complaints Procedure

**We** are dedicated to providing a high-quality service and want to maintain this at all times. If **you** are not happy with our service, please contact **us**, quoting the Policy details, so **We** can deal with the complaint as soon as possible. Please contact:

Chubb Customer Relations  
PO Box 4510  
Dunstable  
LU6 9QA

Telephone: 0800 519 8026  
Email: [customerrelations@chubb.com](mailto:customerrelations@chubb.com).

**You** may be able to approach the Financial Ombudsman Service for assistance if **You** are unhappy with **our** final response to **your** complaint or if **your** complaint remains unresolved eight weeks from the date of making the complaint. Any approach to the Financial Ombudsman Service must be made within 6 months of **our** final response to **you**.

Their contact details are given below. A leaflet explaining the procedure is available on request.

The Financial Ombudsman Service,  
Exchange Tower,  
Harbour Exchange Square  
London  
E14 9SR  
0800 023 4567  
(Monday to Friday – 8am to 8pm, Saturday – 9am to 1pm) - Calls are free from a UK landline or mobile.

0300 123 9123 – Calls cost no more than costs to 01 or 02 numbers  
Fax 0207 9641001  
email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This complaint procedure does not affect your rights to take legal proceedings.



## Section 11 Continued

In the unlikely event that **We** are unable to meet **Our** liabilities, **You** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Its contact details are:

Financial Services Compensation Scheme  
PO Box 300  
Mitcheldean  
GL17 1DY  
Phone: 0800 678 1100 or 0207 741 4100  
Website: [www.fscs.org.uk](http://www.fscs.org.uk)

### European Online Dispute Resolution Platform

If You arranged Your Policy with Us online or through other electronic means, and have been unable to contact Us either directly or through the Financial Ombudsman Service, You may wish to register Your complaint through the European Online Dispute Resolution platform: <http://ec.europa.eu/consumers/odr/>.

Your complaint will then be re-directed to the Financial Ombudsman Service and to Us to resolve. There may be a short delay before We receive it.

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