

# Your freight policy

## The Contract of Insurance

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

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

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

On behalf of Aviva Insurance Limited



Maurice Tulloch  
Chief Executive Officer, UK & Ireland General Insurance

### 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.



# AVIVA

### 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.

# Your freight policy

## Complaints Procedure

### Our Promise of Service

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

### What will happen if You complain

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

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

### What to do if You are unhappy

If You are unhappy with any aspect of the handling of Your insurance we would encourage you, in the first instance, to seek resolution by contacting Your insurance adviser or usual Aviva point of contact.

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

Marine Claims Manager	Tel – 0161 931 8428
Aviva	Fax – 0161 931 8011
4th Floor	E-mail – <a href="mailto:marine.claims@aviva.co.uk">marine.claims@aviva.co.uk</a>
The Observatory	
Chapel Walks	
Manchester	
M2 1HL	

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

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

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

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

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

### Choice of Law

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

## Data Protection – Privacy Notice

### Personal Information

We collect and use personal information about you so that we can provide you with a policy that suits your insurance needs. This notice explains the most important aspects of how we use your information but you can get more information about the terms we use and view our full privacy policy at [www.aviva.co.uk/privacypolicy](http://www.aviva.co.uk/privacypolicy) or request a copy by writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester LE7 1PD.

The data controller responsible for this personal information is Aviva Insurance Limited as the insurer of the product. Additional controllers include your intermediary, who is responsible for the sale and distribution of the product, and any applicable reinsurers.

### Personal information we collect and how we use it

We will use personal information collected from you and obtained from other sources:

- to provide you with insurance: we need this to decide if we can offer insurance to you and if so on what terms and also to administer your policy, handle any claims and manage any renewal,
- to support legitimate interests that we have as a business: we need this to manage arrangements we have with reinsurers, for the detection and prevention of fraud and to help us better understand our customers and improve our customer engagement (this includes marketing, customer analytics and profiling),
- to meet any applicable legal or regulatory obligations: we need this to meet compliance requirements with our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- to carry out other activities that are in the public interest: for example we may need to use personal information to carry out anti-money laundering checks.

As well as collecting personal information about you, we may also use personal information about other people, for example family members you wish to insure on a policy. If you are providing information about another person we expect you to ensure that they know you are doing so and are content with their information being provided to us. You might find it helpful to show them this privacy notice and if they have any concerns please contact us in one of the ways described below.

The personal information we collect and use will include name, address and date of birth, financial information and details of your business and property. If a claim is made we will also collect personal information about the claim from you and any relevant third parties. We may also need to ask for details relating to the health or any unspent offences or criminal convictions of you or somebody else covered under your policy. We recognise that information about health and offences or criminal convictions is particularly sensitive information. Where appropriate, we will ask for consent to collect and use this information.

If we need consent to use personal information for a specific reason, we will make this clear to you when you complete an application or submit a claim. If you give us consent to using personal information, you are free to withdraw this at any time by contacting us – refer to the “Contacting us” details below. Please note that if consent to use this information is withdrawn we will not be able to continue to process the information you gave us for this/these purposes(s). This would not affect our use of the information where consent is not required.

Of course, you don't have to provide us with any personal information, but if you don't provide the information we need we may not be able to proceed with your application or any claim you make.

Some of the information we use as part of this application may be provided to us by a third party. This may include information already held about you and your business and property within the Aviva group, including details from previous quotes and claims, information we obtain from publicly available records, our trusted third parties and from industry databases, including fraud prevention agencies and databases.

### Credit Searches

To ensure we have the necessary facts to assess your insurance risk, verify your identity, help prevent fraud and provide you with our best premium and payment options, we may need to obtain information relating to you at quotation, renewal and in certain circumstances where policy amendments are requested. We or our agents

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may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossession(s)). Similar checks may be made when assessing claims.

The identity of our Credit Reference Agency and the ways in which they use and share personal information, are explained in more detail at [www.callcredit.co.uk/crain](http://www.callcredit.co.uk/crain).

## Automated decision making

We carry out automated decision making to decide whether we can provide insurance to you and on what terms, deal with claims or carry out fraud checks. In particular we use an automated underwriting engine to provide a quote for this product, using the information we have collected.

## How we share your personal information with others

We may share your personal information:

- with the Aviva group, our agents and third parties who provide services to us, and your intermediary and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help us administer our products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if we are required to do so to comply with a relevant legal or regulatory obligation,
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- with reinsurers who provide reinsurance services to Aviva and for each other. Reinsurers will use your data to decide whether to provide reinsurance cover, assess and deal with reinsurance claims and to meet legal obligations. They will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Some of the organisations we share information with may be located outside of the European Economic Area ("EEA"). We'll always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect your privacy rights. For more information on this please see our Privacy Policy or contact us.

## Marketing

We also use personal information we hold about you across the Aviva Group to help us identify and tailor products and services that may be of interest to you. We will only communicate with you in accordance with any marketing preferences you have provided to us. We will continue to do this after your policy has ended.

If you wish to amend your marketing preferences, change how you would like us to communicate with you or tell us to stop marketing to you, you can do so in the following ways:

- Update in MyAviva
- Contact us by:
  - phone: 01603 622200 or +44 1603 604999 (from abroad)
  - email: [helpdesk@aviva.co.uk](mailto:helpdesk@aviva.co.uk)
  - post: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD

## How long we keep your personal information for

We maintain a retention policy to ensure we only keep personal information for as long as we reasonably need it for the purposes explained in this notice. We need to keep information for the period necessary to administer your insurance and deal with claims and queries on your policy. We may also need to keep information after our relationship with you has ended, for example to ensure we have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where we are required to do so for legal, regulatory or tax purposes. We will also use this information for marketing purposes.

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## Your rights

You have various rights in relation to your personal information, including the right to request access to your personal information, correct any mistakes on our records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, including profiling and marketing, ask not to be subject to automated decision making if the decision produces legal or other significant effects on you, and data portability. For more details in relation to your rights, including how to exercise them, please see our full privacy policy or contact us – refer to the “Contacting us” details below.

## Contacting us

If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact our Data Protection team by either emailing them at [dataprt@aviva.com](mailto:dataprt@aviva.com) or writing to the Data Protection Officer, Level 4, Pitheavlis, Perth PH2 0NH.

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Information Commissioners Office at any time.

## Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information 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.

## Customers with Disabilities

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

## Policy Availability

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

## Financial Services Compensation Scheme

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

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

## Aviva Insurance Limited Your Freight Policy

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

# Your freight policy

## Policy Definitions

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

### **The Schedule**

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

### **We/Us/Our/Aviva**

Aviva Insurance Limited.

### **You/Your/The Policyholder**

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

### **Goods**

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

### **Vehicle**

Vehicles and/or trailers owned or operated by You.

### **Container**

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

### **Occurrence**

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

### **Period of Insurance**

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

### **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.

### **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.

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## Temporarily Stored

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

a) For a fee;

or

b) Subject to a contract of storage and distribution.

## Unattended

Where neither You nor Your driver or employee (including agency drivers and independent contractors under Your direction and control) are in the Vehicle and/or in a position to keep the Vehicle and/or Goods under 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.

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

### RHA / RHA Storage Conditions.

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

### CMR

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

### UKWA

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

### BIFA

Liability under the British International Freight Association Standard Trading Conditions.

### FTA

Liability under the Freight Transport Association Standard Trading Conditions.

### FIATA

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

## Other Conditions

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

## All Risks

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

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

- a) the respective limits of liability specified in the policy or The Schedule;
- or
- b) the value of the lost or damaged Goods;
- or
- c) the cost of repair or replacement part or parts of lost or damaged Goods;

whichever is the less.

## Geographical Limits

### Zone 1

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

### Zone 2

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

### Zone 3

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).

### Zone 4

Zone 3 (as defined above), Albania, Russian enclave, Belarus, Moldova, Russia, (not east or South of Moscow) Turkey (south and east of the Bosphorous) Ukraine only.

### Zone 5

Worldwide (Freight Forwarders only)

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## Your Policy Cover

We will insure You against:

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

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

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

Provided that:

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

## Policy Procedure

### 1. Policy and Schedule

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

### 2. Declarations

Where the premium is calculated on Your estimate of actual turnover or revenue and charges as specified in The Schedule, You must maintain a full record of such charges and make 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 policy period We reserve the right to charge an additional premium of a minimum of the difference between the original deposit premium and original 100% estimated premium.

### Non-Adjustable Policies

If Your 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 policy period, We reserve the right to charge an additional premium to cover these charges.

### 3. Cancellation

- (a) You may cancel this policy at any time after the date We have received the premium by providing 30 days notice in writing to Us.
- (b) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in Your Aviva credit agreement.

If Your policy is cancelled under (a) or (b) above and provided that there have been no:

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

during the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.

- (c) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.
- (d) We may also cancel this policy at any time by sending not less than 30 days notice in writing to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no:

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

during the current Period of Insurance.

# Your freight policy

## General Conditions

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

Conditions 1- 4 are precedent to liability hereunder.

### 1. Reasonable Care

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

You must:

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

### 2. Fraud

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

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

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

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

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

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

### 3. Non Disclosure, Misrepresentation or Misdescription

#### a. Before this policy was entered into

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

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;

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

## b. Before a variation was agreed

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

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

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

## 4. Subrogation

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

## 5. Freight Operator Liability ISM Endorsement

Applicable to 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.

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

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

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

## 7. Subjectivity Condition

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

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

- a) providing Us with any additional information requested by the required date(s)
- b) completing any actions agreed between You and Us by the required date(s)
- c) allowing us to complete any actions agreed between You and Us.

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

- a) modify Your premium
- b) issue a mid-term amendment to Your policy terms and conditions
- c) require You to make alterations to the risk insured by the required date(s)
- d) exercise Our right to cancel Your policy
- e) leave the policy terms and conditions, and Your premium, unaltered.

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

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.

## 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.

# Your freight policy

## Special Condition

### Theft Attractive Goods

Notwithstanding the limits of indemnity specified in The Schedule, the maximum liability accepted by Us arising from any claim occurring as a result of theft or attempted theft in respect of the following Goods when carried by You is limited to a maximum amount of £75,000 per Occurrence, or any lesser amount specified in The Schedule unless otherwise agreed by Us in writing.

Wines and/or spirits including but not limited to champagne;  
Cigars, cigarettes and tobacco excluding raw leaf tobacco;  
Non-ferrous metals in raw scrap bar or ingot or similar form;  
Footwear, Clothing, Furs, leathers and ready made garments;  
Mobile phones and/or smart phones and/or similar and/or associated goods;  
Precious stones or precious metals or articles made of or containing precious stones or metals;  
Audio/visual equipment and/or Satellite navigation equipment;  
Computer equipment, software, hardware (excluding loss of data where no cover shall apply) and accessories;  
Photographic equipment and accessories.

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.

# Your freight 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 pay claims for:-

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

## Your freight policy

- 11) 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.

### Note

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

# Your freight policy

## Additional Benefits

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

### 1. Own goods

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

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

- b) Loss or damage to Your property in connection with Your business (except motor Vehicles, trailers or containers) whilst carried on any Vehicle provided that the limit of indemnity any one Occurrence shall not exceed £25,000.

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

### 2. Debris removal

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

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

or

- b) transhipment and recovery charges of the load.

### 3. Personal effects

Personal effects of Your drivers which are not specifically insured elsewhere whilst in Your Vehicles – limit of indemnity each driver, any one Occurrence £1000.

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

### 4. Temporary storage

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

- a) for a fee;

or

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

Limited to 30 days maximum any one period.

### 5. Carriage by sub-contractors

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

Nevertheless:

- i) any claims arising shall only be admissible to the extent to which they are not recoverable from the sub-contractor and/or successive sub-contractors;
- ii) the benefit of this policy shall in no circumstances whatsoever pass to any sub-contractor and/or successive sub-contractor or their insurers;

# Your freight policy

- iii) the benefit of this policy shall only attach after the sub-contractor(s) and / or successive sub-contractor(s) insurance has been exhausted.

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

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

## 6. Substitution of Vehicles

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

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

or

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

## 7. Unwitting CMR

The indemnity granted under this policy extends to include Your legal liability for loss damage or delay to Goods under CMR unwittingly incurred by You within Zone 1, subject to a limit of indemnity any one Occurrence of £350,000.

## 8. Trailer curtains

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

Limit of indemnity £1000 any one Occurrence and £2500 in any one Period of Insurance.

Nil excess.

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

## 9. Lien

Your legal liability for loss or damage to Goods over which You are properly exercising a contractual lien, Our liability shall be limited to;

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

whichever is the least.

## 10. 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/trading conditions as specified within the Policy Schedule into the contract with Your customer provided that:

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

# Your freight policy

## Extensions to Cover

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

### Temperature Controlled Goods

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

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

It is a condition precedent to liability hereunder that:

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

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

### Errors and Omissions Committed by You

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

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

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

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

# Your freight policy

## Claims

These conditions are precedent to liability hereunder.

### Claims Procedure

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

1.
  - a) **You Must:**
    - report claims **immediately** to Us by telephone or facsimile or e-mail;
    - **immediately** give notice to sub-contractors or other bailees of loss or damage by facsimile, letter or e-mail;
    - **immediately** refer directly to Us, all communications from third parties in relation to any event which may result in a claim under this Policy and all items of court correspondence together with Your advice. Such correspondence must not be replied to without Our consent;
    - **immediately** notify the police of any loss or damage caused by theft or malicious damage.
  - b) **You Must Not:**
    - give a clean receipt for Goods which are in a doubtful condition, including insufficiently packed / protected / secured consignments;
    - admit liability or offer settlement without prior written agreement from Us.
2. **To enable Us to consider any claim promptly and efficiently You should immediately supply the following documents:**
  - all correspondence received and exchanged with third parties, subcontractors and bailees;
  - claim invoice;
  - collection note and delivery receipt;
  - Your written details of the event giving rise to the loss;
  - confirmation of applicable Conditions of Contract, Carriage or Trading.

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

# Your freight policy

## Contact details in the event of a claim:

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

## Out of Hours / Emergency Help line:

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





