

Your Freight Policy

Your freight policy

Introduction

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

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

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

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

Your insurance adviser's details are:

Portcullis Insurance Brokers Limited
Lonsdale House
7-9 Lonsdale Gardens
Tunbridge Wells
Kent
TN1 1NU

Your freight policy

Contents

This policy consists of individual sections. You should read this policy in conjunction with the schedule which confirms the sections you are insured under and gives precise details of the extent of your insurance protection.

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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.

On behalf of Aviva Insurance Limited



Andy Briggs
Chief Executive Officer, UK Insurance

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

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

The Contract of Insurance (Continued)

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

PO Box 6, Surrey Street Norwich NR1 3NS

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

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

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 or telephone Your usual point of contact, whichever suits You, and ask Your contact to review the problem.

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

Marine Claims Manager	Tel – 0161 931 8428
Aviva	Fax – 0161 931 8011
4th Floor, The Observatory	E-mail – marine.claims@aviva.com
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 (Calls from UK landlines and mobiles are free) or
0300 123 9123

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

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

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 Our prior written consent. 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 Our prior written consent.

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

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

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

Contact details for claims and help

Services

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

Claims Service **0800 015 1498 – Liability**

A 24 hour, 365 days a year claims line providing you with emergency assistance whenever it is required. When we know about your problem, we will start to put the solutions in place.

Contact details in the event of a Freight claim:

PCL Claims Ltd
Cox House
47 The Terrace
Gravesend
Kent
DA12 2DL

Tele – 01474 327942
Fax – 01474 532596
E-mail – info@pclclaims.co.uk
Web – www.pclclaims.co.uk

Legal and Tax Helpline **0345 300 1899**

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

Risk Solutions Helpline **0345 366 6666**

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

Counselling Service Helpline **0117 934 0105**

This is a confidential service available to your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

Contact details for claims and help (Continued)

Website

www.cutredtape.co.uk

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

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

To register, please visit www.cutredtape.co.uk and use the voucher code CRTAVIVA for exclusive discounts on a range of legal documents and services.

Recognising You

Nobody recognises you like Aviva

Aviva is committed to providing a first-class service. We want you to feel that we recognise you and understand your requirements.

As a customer of our Freight product, you will automatically benefit from a number of additional covers. You'll find more information about them within your policy wording.

Risk Management

By choosing Aviva, you will gain access to the following free risk management resources from Aviva Risk Management Solutions (ARMS).

Online Knowledge Store

Contains over 200 useful risk management fact sheets and templates.

You can access the Knowledge Store by visiting <http://www.aviva.co.uk/yourbusiness/risk-management/>

Preferred Supplier Scheme

We have secured discounts from carefully vetted risk management providers, to help you protect your business. Some of these services are particularly relevant to your sector including discounts to insurance approved safes and other security measures such as intruder alarms and CCTV to help protect your business.

Aviva insured customers also receive discounts off ARMS training and consultancy services:

Short courses – ideal if you are looking to understand your health and safety obligations and receive practical advice about how to meet them. The current programme includes a risk assessment and getting started in health and safety course.

Accredited training – ARMS is accredited to deliver a number of IOSH, CIEH, IEMA and NEBOSH courses. We boast amongst the highest pass rates in the industry reflecting the quality of our training.

In-company training – our team can adapt any course or develop a bespoke one to ensure that your specific requirements are addressed.

eTraining – Our online courses are quick and easy to complete making them ideal for those with limited time and resources. Our programme covers a range of topics including lift truck and warehouse safety.

Consultancy – If you don't have an in-house safety resource or if your team needs expert assistance to address a particular safety issue, ARMS can help. The services available include fire risk assessments, safety audits and our competent person support service.

For further information about the services ARMS provides, call the team on 0345 366 66 66 or visit <http://www.aviva.co.uk/yourbusiness/risk-management/>.

Important Information

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 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 insurers, reinsurers or brokers we use.

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 our insurers, reinsurers and brokers we use, and for the detection and prevention of fraud,
 - help us better understand our customers and improve our customer engagement. This includes profiling and customer analytics which allows us to make certain predictions and assumptions about your interests, make correlations about our customers to improve our products and to suggest other products which may be relevant or of interest to customers,
- 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.

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. You might find it helpful to show them this privacy notice.

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. We'll ensure that we only use that information where we need to for our insurance purposes (including assessing the terms of your insurance contract, dealing with changes to your policy and/or dealing with claims).

There may be times when we need consent to use personal information for a specific reason. If this happens we will make this clear to you at the time. 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.

Important Information (Continued)

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 Reference Agency 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 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.transunion.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 in respect of risks underwritten by Aviva, with insurers who cover Aviva under its group insurance policies and with our brokers who arrange and manage such reinsurance and insurance arrangements. They will use your data to decide whether to provide reinsurance and insurance cover, arrange and manage such cover, assess and deal with reinsurance and insurance claims under such cover 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.

Your freight policy

Important Information (Continued)

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.

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 or writing to the Data Protection Officer, Level 5, 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.

Fraud Prevention and Detection

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

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

We can supply on request further details of the agencies and databases we access or contribute to and how this information may be used. If you require further details please contact us at:

Policy Investigation Unit, Aviva, Cruan Business Centre, Westerhill Business Park, 123 Westerhill Road, Bishopbriggs, Glasgow G64 2QR. Telephone: 0345 300 0597. Email: PIUUKDI@AVIVA.COM

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

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

Important Information (Continued)

Claims History

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

You should show these notices to anyone who has an interest in the insurance under the policy.

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.

Copy Policy Availability

A policy booklet was issued at the commencement of your cover, however if you would like to receive a new policy booklet please let us now by contacting either your regular Aviva point of contact or your insurance adviser at the address shown on your policy schedule.

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 policyholder of the premium specified in the Schedule, to insure against loss damage liability or expense in the manner hereinafter provided.

Choice of Law

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

Financial Services Compensation Scheme

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

Further information about the scheme is available from the FSCS website www.fscs.org.uk.

Use of Language

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

Customers with Disabilities

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

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.

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

Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

Container

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

Data Storage Materials

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

Employee

Any person who is

- (1) under a contract of service or apprenticeship with You
- (2) borrowed by or hired to You
- (3) a labour master or supplied by a labour master
- (4) employed by labour only sub-contractors

- (5) self-employed
- (6) under a work experience or training scheme
- (7) a voluntary helper

while working under Your control in connection with The Business

- (8) an outworker or homeworker when engaged in work on Your behalf.

Excess/Excesses

The amount(s) specified in Your policy or The Schedule which We will deduct from each and every claim at each separate Premises.

The amount(s) to be deducted after the application of any Average condition.

You will repay any such amount paid to Us.

Failure

Any partial or complete reduction in the

- (1) performance
or
- (2) availability
or
- (3) functionality
or
- (4) ability to recognise or process any date or time of any
 - (a) Computer and Electronic Equipment
 - (b) electronic means of communication
 - (c) website.

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.

Policy Definitions (Continued)

Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to data, of whatsoever nature, in whole or in part, including, but not limited to, loss of data resulting from loss or damage to Computer and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

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

The Premises specified in The Schedule, 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 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.

The Business

Activities directly connected with the business specified in The Schedule.

The Schedule

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

Unattended

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

Vehicle

Vehicles and/or trailers owned or operated by You.

We/Us/Our/Aviva

Aviva Insurance Limited.

You/Your/The Policyholder

The person(s), company(ies), partnership(s) or unincorporated association(s) named in The Schedule as The Policyholder.

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

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.

All Risks

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

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

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

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

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

whichever is the less.

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 Bosphorus) 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 Bosphorus), Ukraine only.

Zone 5

Worldwide (Freight Forwarders only).

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 The 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 of or damage to Goods (not Your property) for which this Policy otherwise becomes liable;
 - (b) delay (other than failure to meet an agreed delivery time or date);
 - (c) accidental mis-delivery;

Provided that:

- (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.

Special Condition

Theft Attractive Goods

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

Wines and/or spirits including but not limited to champagne;

Cigars, cigarettes and tobacco excluding raw leaf tobacco;

Non-ferrous metals in raw scrap bar or ingot or similar form;

Furs and ready made garments;

Mobile phones and/or similar and/or associated Goods;

Precious stones or precious metals or articles made of or containing precious stones or metals;

Audio/visual equipment;

Computer equipment, software and accessories;

Photographic equipment and accessories.

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

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

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

Additional Benefits

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

1. Own goods

- a) Loss or damage to Your own sheets, ropes, chains, toggles and dunnage whilst on any Vehicle – unlimited indemnity.
- It is agreed in respect of sheets, ropes, chains, toggles and dunnage which are physically lost or destroyed to settle claims on values as new where it can be established by You that the lost or destroyed sheets, ropes, chains, toggles and dunnage are not more than one year old at the time of the loss or destruction.
- b) Loss or damage to Your property in connection with The Business (except motor Vehicles, trailers or Containers) whilst carried on any Vehicle provided that the limit of indemnity any one Occurrence shall not exceed £10,000.

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

2. Debris removal

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

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

3. Personal effects

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

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

4. Temporary storage

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

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

Limited to 30 days maximum any one period.

5. Carriage by sub-contractors

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

Nevertheless:

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

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

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

Additional Benefits (Continued)

6. Substitution of Vehicles

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

- a) temporarily substituted for the specified Vehicle whilst the specified Vehicle is out of use for maintenance, repair, or official vehicle testing;
or
- b) permanently substituted for the specified Vehicle provided that We are advised in writing within twenty one days of the substitution.

7. Unwitting CMR

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

8. Trailer curtains

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

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

Nil Excess.

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

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 of or damage to temperature controlled Goods caused by any variation in temperature.

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

It is a condition precedent to liability hereunder that:

- a) You must instruct Employees in the operation of refrigeration equipment before allowing them control of a loaded refrigerated Vehicle; and
- b) You must 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.

Legal Liabilities Employers' Liability

Definitions

The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

Compensation

Damages, including interest.

Costs and Expenses

- (1) Fees for The Insured's legal representation at
 - (a) any Coroner's Inquest or Fatal Accident Inquiry
 - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (2) costs and expenses incurred with Our written consent
- (3) Any claimant's legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of indemnity under this Section.

Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence and/or
- (2) 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.

The Defined Territories

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, or offshore installations within the Continental Shelf around such territories.

The Insured

- (1) You.
- (2) Your personal representatives in respect of legal liability You incur.
- (3) At Your request
 - (a) any director, partner or Employee of Yours
 - (b) the officers, committees and members of Your
 - (i) canteen, social, sports, educational and welfare organisations
 - (ii) first aid, fire, security and ambulance servicesin their respective capacities as such
- (c) any principal for whom You are carrying out a contract to the extent required by the contract conditions
- (d) those who hire plant to You to the extent required by the hiring conditions or the personal representative of any of these persons in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

The Limit of Indemnity

The maximum amount, stated in The Schedule, including Costs and Expenses, which We will pay in respect of any one claim or series of claims against The Insured arising out of one cause.

Legal Liabilities Employers' Liability (Continued)

The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from Premises within The Defined Territories.

We will not provide indemnity in respect of Bodily Injury to any Employee engaged by You outside The Defined Territories for the purpose of work by any such Employee outside The Defined Territories.

Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation and
- (2) Costs and Expenses

in respect of Bodily Injury caused during the Period of Insurance to any Employee arising out of and in the course of employment by You in The Business within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity.

Clauses

The following clauses apply to this Section.

Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your Premises.
- (2) upkeep of Vehicles and plant which are owned and used by You.
- (3) canteen, social, sports, educational and welfare organisations for the benefit of any Employee.
- (4) Your first aid, fire, security and ambulance services.
- (5) Your participation in exhibitions.
- (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee of Yours.

Contractual Liability

We will indemnify The Insured in respect of liability for Bodily Injury imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals.
- (2) costs of prosecution awarded against You which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You.
 - (b) relate to any person other than an Employee.
- (3) in respect of any
 - (a) fines.

Legal Liabilities Employers' Liability (Continued)

- (b) remedial or publicity orders or any steps required to be taken by such orders.
- (4) where indemnity is provided by another insurance policy.

Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during The Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You.
 - (b) relate to the health and safety of any person other than an Employee.
- (3) where indemnity is provided by another insurance policy.

Our Right of Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to Employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- (1) You, each director or partner is £500 per day.
- (2) Each Employee is £250 per day.

Unsatisfied Court Judgments

We will, at Your request, pay any Employee or his or her personal representative, the amount of damages and costs awarded to such person as a result of a judgment which has been obtained for Bodily Injury against any company registered in or any individual domiciled in The Defined Territories and which remain unpaid six months after the date of such judgment.

Payment will only be made where

- (1) the Bodily Injury was caused during any Period of Insurance to the Employee arising out of and in the course of employment by You in The Business.
- (2) the judgment was obtained in a court within The Defined Territories.
- (3) there is no appeal outstanding to the judgment.
- (4) the Employee, or his or her personal representative, assigns the judgment debt to Us.

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not provide indemnity in respect of

- (1) work in or on and travel to, from or within any offshore
 - (a) accommodation, exploration, drilling or production rig or platform.
 - (b) support vessel.
- (2) Bodily Injury sustained by any Employee when such person is

Legal Liabilities Employers' Liability (Continued)

- (a) carried in or upon a Vehicle
- (b) entering or getting on to, or alighting from, a Vehicle

where any road traffic legislation requires insurance or security.

- (3)
 - (a) liquidated damages.
 - (b) penalty clauses.
 - (c) fines.
 - (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- (4) 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) Terrorism
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except as stated in **Special Provision – Terrorism** below

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (4)(a) and/or (4)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

Special Provision – Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (4)(a) and (4)(b) above shall apply to the Employers' Liability Section but The Limit of Indemnity for the purpose of this Special Provision – Terrorism is limited to £5,000,000 including Costs and Expenses.

Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

Premium Adjustment

- (1) At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Weekly Earnings Index issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion.

In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.
- (2) Where it is stated in The Schedule that declarations apply
 - (a) You will, within one month after the Expiry Date shown in The Schedule, supply the information We require

and
 - (b) We will adjust the premium for the expired period subject to any minimum premium(s) applying.

Endorsements

This Section is subject to any Endorsements and Additional Endorsements which are stated in The Schedule as applying, in addition to the Policy Conditions at the back of this policy.

Driving (Outside UK) Exclusion

We will not provide indemnity in respect of the driving, loading or unloading of Vehicles outside of The Defined Territories.

Legal Liabilities Public and Products Liability

Definitions

The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

Compensation

Damages, including interest.

Costs and Expenses

- (1) Fees for The Insured's legal representation at
 - (a) any Coroner's Inquest or Fatal Accident Inquiry
 - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
 - (2) Costs and expenses incurred with Our written consent
 - (3) Any claimant's legal costs for which The Insured is legally liable
- in connection with any event which is or may be the subject of indemnity under this Section.

Damage

Physical

- (1) loss.
- (2) destruction.
- (3) damage.

Personal Injury

- (1) Bodily Injury.
- (2) Wrongful
 - (a) arrest, detention or imprisonment.

- (b) eviction.
- (c) accusation of shoplifting.

Pollution or Contamination

- (1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere
and
- (2) all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination.

Products Supplied

Anything which is

- (1) manufactured, sold, supplied, processed, altered or treated
- (2) repaired, serviced or tested
- (3) installed, constructed, erected or transported by You or on Your behalf and which is no longer in the custody or control of The Insured.

Property

Material property.

Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence and/or
- (2) 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.

The Defined Territories

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.

Legal Liabilities Public and Products Liability (Continued)

The Insured

- (1) You.
 - (2) Your personal representatives in respect of legal liability You incur.
 - (3) At Your request
 - (a) any director, partner or Employee of Yours
 - (b) the officers, committees and members of Your
 - (i) canteen, social, sports, educational and welfare organisations
 - (ii) first aid, fire, security and ambulance servicesin their respective capacities as such
 - (c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions
 - (d) those who hire plant to You to the extent required by the hiring conditions
- or the personal representatives of any of these persons
- in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

The Limit of Indemnity

The maximum amount, stated in The Schedule, which We will pay in respect of any one event or all events of a series consequent on or attributable to one original cause.

In respect of

- (1) Products Supplied
- (2) Pollution or Contamination

The Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance.

The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from Premises within The Defined Territories.

The Works

All works completed or to be completed by You or on Your behalf including

- (1) all materials incorporated or to be incorporated
- (2) plant, tools, equipment and temporary buildings used or to be used

for the period during which You are responsible under contract conditions.

Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation and
 - (2) Costs and Expenses
- in respect of accidental
- (a) Personal Injury
 - (b) Damage to Property
 - (c) obstruction, trespass, nuisance or interference with any right of way, air, light or water

which arises in connection with The Business and which happens during the Period of Insurance and within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity and any Costs and Expenses.

However, in respect of any claim brought in

- (1) the United States of America or any territory within its jurisdiction
- (2) Canada

the maximum We will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.

Legal Liabilities Public and Products Liability (Continued)

Clauses

The following clauses apply to this Section.

Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your Premises.
- (2) upkeep of Vehicles and plant which are owned and used by You.
- (3) Your canteen, social, sports, educational and welfare organisations for the benefit of any Employee.
- (4) Your first aid, fire, security and ambulance services.
- (5) Your participation in exhibitions.
- (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee.

Buildings Temporarily Occupied

We will indemnify The Insured in respect of legal liability for accidental Damage to Premises (and their contents) temporarily occupied by The Insured for the purpose of carrying out The Business.

We will not provide indemnity in respect of Damage to

- (1) Premises and their contents which You own or are loaned, leased, hired or rented to
 - (a) The Insured.
 - (b) any other party who is carrying out work on Your behalf.
- (2) The Works.

Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which result from any deliberate act or omission by You.
- (3) where indemnity is provided by another insurance policy.

Contractual Liability

We will indemnify The Insured in respect of accidental Bodily Injury or Damage to Property imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

Data Protection

We will indemnify The Insured in respect of

- (1) legal fees and defence costs
- (2) legal liability for Compensation to an individual, the subject of personal data The Insured holds and who suffers material or non-material damage caused by inaccuracy of data, loss of the data, unauthorised destruction or disclosure of the data

arising from proceedings brought against The Insured under Section 13 of the Data Protection Act 1998 or under Article 82 of the General

Legal Liabilities Public and Products Liability (Continued)

Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.

The maximum We will pay for all claims happening during any one Period of Insurance is £1,000,00

We will not provide indemnity in respect of

- (1) (a) Personal Injury other than as provided by this clause
- (b) Damage to Property
- (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
- (d) libel, slander or defamation.
- (2) consequential losses.
- (3) liability as a result of You having authorised the destruction or disclosure of the data or which could reasonably have been expected to arise as a result of any other deliberate act or omission by You or any Employee.
- (4) liability which arises solely by reason of the terms of any agreement or in respect of liquidated damages.
- (5) liability under any penalty clause or any fine or statutory payment.
- (6) legal costs or expenses or financial losses in respect of any order for rectification or erasure of data or requiring that data to be supplemented by any other statements.
- (7) proceedings relating to Compensation for any Employee if the Employers' Liability Section of this policy is not in force.

Defective Premises

We will indemnify The Insured in respect of legal liability for accidental Bodily Injury or Damage to Property arising under

- (1) the Defective Premises Act 1972

- (2) the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001

in connection with any Premises which You previously owned or occupied for the purposes of The Business.

We will not provide indemnity in respect of the cost of rectifying any defect or alleged defect in such Premises.

Employees' and Visitors' Personal Belongings

We will indemnify The Insured in respect of legal liability for accidental Damage to Employees' and visitors' vehicles and personal belongings which are in the custody or control of The Insured.

We will not provide indemnity where this Property is

- (1) loaned, leased, hired or rented to The Insured.
- (2) stored for a fee or other consideration by The Insured.
- (3) in the custody or control of The Insured for the purposes of being worked upon.

Hired or Rented Premises

We will indemnify The Insured in respect of legal liability for accidental Damage to Premises (including fixtures and fittings) within The Defined Territories which are hired, rented or loaned to The Insured in connection with The Business.

We will not provide indemnity in respect of

- (1) the first £250 of Compensation, Costs and Expenses in respect of such Damage caused other than by fire or explosion.
- (2) liability imposed on The Insured solely by reason of the terms of any hiring or renting agreement.
- (3) Damage caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by The Insured.

Legal Liabilities Public and Products Liability (Continued)

Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against You

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You.
 - (b) relate to any Employee.
- (3) in respect of any
 - (a) fines.
 - (b) remedial or publicity orders or any steps required to be taken by such orders.
- (4) where indemnity is provided by another insurance policy.

Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You.
 - (b) relate to the health and safety of any Employee.
- (3) where indemnity is provided by another insurance policy.

Motor Contingent Liability

We will indemnify You in respect of Your legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or trailer attached thereto which is

- (1)
 - (a) not owned by
 - (b) not loaned, leased, hired or rented to You nor provided by You and
- (2) being used in connection with The Business in The Defined Territories.

We will not provide indemnity

- (1) in respect of Damage to the vehicle or trailer or Goods carried in or on the vehicle or trailer.
- (2) while the vehicle is being driven by
 - (a) You.
 - (b) any person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
- (3) where indemnity is provided by another insurance policy.

Overseas Personal Liability

We will indemnify You and, at Your request, any director, partner or Employee of Yours in respect of legal liability for accidental Bodily Injury or Damage

Your freight policy

Legal Liabilities Public and Products Liability (Continued)

to Property incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with The Business.

We will also indemnify any accompanying spouse and children.

Where You are an individual, this indemnity will also apply to Your personal liability whilst away from Your business Premises in connection with The Business but within The Defined Territories.

We will not provide indemnity

- (1) where liability arises from
 - (a) any agreement unless liability would have existed otherwise.
 - (b) ownership or occupation of land or buildings.
 - (c) the carrying on of any trade or profession.
 - (d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft.
- (2) where indemnity is provided by another insurance policy.

Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- (1) You, each director or partner is £500 per day.
- (2) each Employee is £250 per day.

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not provide indemnity in respect of

- (1) Personal Injury to any Employee arising out of and in the course of employment by You in The Business.

- (2) the ownership, possession or use by or on behalf of The Insured of any
 - (a) aircraft, aerial device or hovercraft
 - (b) watercraft exceeding eight metres in length
 - (c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
 - (i) where described in the Motor Contingent Liability Clause
 - (ii) the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance policy.
- (3) Damage to Property
 - (a) which You own or is loaned, leased, hired or rented to The Insured
 - (b) which is held in trust or in the custody or control of
 - (i) The Insured
 - (ii) any other party who is carrying out work on Your behalf

other than in the circumstances described in the Hired or Rented Premises Clause, the Employees' and Visitors' Personal Belongings Clause or the Buildings Temporarily Occupied Clause.

- (c) which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.
- (4) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating
 - (a) Products Supplied (other than Products Supplied under a separate contract)
 - (b) The Works.

Legal Liabilities Public and Products Liability (Continued)

- (5) recalling or making refunds in respect of
 - (a) Products Supplied
 - (b) The Works.
- (6) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract.
- (7) (a) the carrying out of any work
(b) any Products Supplied
which affects or could affect
 - (i) the navigation, propulsion or safety of any aircraft or other aerial device
 - (ii) the safety or operation of nuclear installations.

- (8) Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.

- (9) (a) work in or on and travel to, from or within
(b) Products Supplied to
any offshore
 - (i) accommodation, exploration, drilling or production rig or platform
 - (ii) support vessel.
- (10) (a) liquidated damages
(b) penalty clauses
(c) fines
(d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.

- (11) liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with Products Supplied.

- (12) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - (a) Terrorism
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except as stated in **Special Provision – Terrorism** below.

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (12)(a) and/or (12)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

Special Provision – Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (12)(a) and (12)(b) above shall apply to the Public and Products Liability Section but The Limit of Indemnity for the purpose of this Special Provision – Terrorism is limited to

- (a) £5,000,000 in respect of any one event or all events consequent on or attributable to one original cause
- (b) £5,000,000 in respect of all events happening in any one Period of Insurance in respect of Products Supplied

or any other amount specified in the policy for Public and/or Products Liability whichever is the lower.

- (13) the amount of Compensation, Costs and Expenses shown in The Schedule as applying in respect of each and every event resulting in Damage to Property.

You will reimburse any such amount paid by Us.

Legal Liabilities Public and Products Liability (Continued)

- (14) (a) exposure to
(b) inhalation of
(c) fears of the consequences of exposure to or inhalation of
(d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any Property arising out of the presence of

Asbestos including any product containing Asbestos.

- (15) any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with
- (a) Virus or Similar Mechanism
(b) Denial of Service Attack
(c) unauthorised access to or use of Computer and Electronic Equipment.

However, We will not exclude any liability in respect of any ensuing accidental Bodily Injury or accidental Damage to Property which is not otherwise excluded.

Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

Premium Adjustment

- (1) At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Weekly Earnings Index issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion.

In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.

- (2) Where it is stated in The Schedule that declarations apply
- (a) You will, within one month after the Expiry Date shown in The Schedule, supply the information We require
and
(b) We will adjust the premium for the expired period subject to any minimum premium(s) applying.

Suspension of Cover

We may, at any reasonable time, inspect any Property and, in the event of any defect or danger being apparent We may by written notice to You suspend all Our liability that might otherwise arise from such defect or danger.

Endorsements and Additional Endorsements

This Section is subject to any Endorsements and Additional Endorsements which are stated in The Schedule as applying, in addition to the Policy Conditions at the back of this policy.

Hazardous Substances Exclusion

We will not provide indemnity in respect of the haulage, storage, manufacture, handling or disposal of substances which

- (1) are explosive, unstable, spontaneously flammable radioactive, corrosive, irritant or poisonous
(2) have a flash point below 21 degree Celsius (70 degrees Fahrenheit).
(3) give off flammable gases when in contact with water.
(4) chemically react with other substances to produce heat.

Policy Conditions

Motor Contingent Liability Exclusion

The "Motor Contingent Liability" clause of the Public and Products Liability Section is deleted.

Policy Conditions

All of the following Policy Conditions apply in addition to the conditions contained in each Section of the policy.

(1) Alteration of Risk

If

- (a) there has been any alteration to the Property Insured and/or The Premises and/or The Business after the effective date of this insurance which increases the risk of loss, destruction, damage, accident or injury

or

- (b) Your interest ceases except by will or operation of law

We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration.

(2) Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

(3) Cancellation

- (1) 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.
- (2) 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 (1) or (2) above and provided that there have been no:

- (a) claim(s) made under the policy for which We have made a payment
- (b) claim(s) made under the policy which are still under consideration
- (c) 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.

- (3) 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.
- (4) 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:

- (a) claim(s) made under the policy for which We have made a payment
- (b) claim(s) made under the policy which are still under consideration
- (c) 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.

(4) Claims Procedure

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

You must

- (a) tell Us immediately of any event or Occurrence which may result in a claim.

Policy Conditions (Continued)

- (b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves.
- (c) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury, including the amount of the claim within
 - (i) 30 days
 - or
 - (ii) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious personsof You becoming aware of the event or Occurrence, or such further time that We may allow.
- (d) provide Us with all information and help We require in respect of the claim.
- (e) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy.
- (f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.
- (g) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

(5) Contribution

Applicable to Employers' Liability Section and Public and Products Liability Section

- (a) If the insurance provided by these Sections is also covered by another policy (or would but for the existence of these Sections), We will only indemnify You in respect of any

Excess beyond the amount which would be payable under such other insurance had these Sections not been effected.

Applicable to all other Sections insured by this Policy

- (b) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy), We will only pay a rateable share of the loss.
- (c) If the other insurance is subject to a condition of average and this policy is not, this policy will become subject to the same condition of average.
- (d) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the sum insured bears to the value of the property.

(6) Discharge of Liability

We may at any time pay

- (a) the Limit of Indemnity
- or
- (b) the sum insured
- or
- (c) a smaller amount for which a claim can be settled

after deduction of any sum already paid.

We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.

(7) 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

Policy Conditions (Continued)

- (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.

(8) Identification

The policy and The Schedule will be read as one contract.

(9) Non Disclosure, Misrepresentation or Misdescription

1. 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:

- (a) where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
 - (i) 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
 - (ii) 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
 - (iii) 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.

2. 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:

- (a) 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;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
 - (i) 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
 - (ii) We would have agreed to the variation but on different terms (other than premium terms), We may require

Policy Conditions (Continued)

that the variation includes such different terms with effect from the date it was made, and/or

- (iii) 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.

(10) Subjectivity

At the inception of or during each Period of Insurance, the insurance provided by this policy may be subject to You

- (a)
 - (i) providing Us with any additional information
 - (ii) completing any actions agreed between You and Us
 - (iii) allowing Us to complete any actions agreed between You and Us.
- (b) If required by Us, allowing Us access to The Premises and/or The Business to carry out survey(s) and Your compliance with any risk improvements identified.

If this is the case, then The Schedule will clearly state the information required and/or the actions to be completed and the dates We require such information or the actions to be completed by.

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

- (i) modify Your premium,
- (ii) amend the terms and conditions of this policy,

- (iii) require You to make alterations to The Premises and/or to comply with any risk improvements identified,
- (iv) exercise Our right to cancel Your policy under Policy Condition (3) Cancellation,
- (v) leave the policy terms, conditions, and premium unaltered.

If We proceed with any of (i) (ii) and (iii) above, 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.

(11) 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.

(12) 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;

Policy Conditions (Continued)

- (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;
 - (vi) prevent accident or injury to any person.
- c) allow Us and/or persons acting on Our behalf access to examine any Vehicle which You operate or Premises from which You operate.
- d) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner.

(13) Freight Operator Liability ISM Endorsement

Applicable to the Freight Section

Applicable to shipments on board Ro-Ro passenger ferries. Applicable with effect from 1 July 1998 to shipments on board:

- 1) passenger vessels transporting more than 12 passengers;
- and
- 2) oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 grt or more.

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

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

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

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

as required under the SOLAS Convention 1974 as amended.

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

(14) Contracts (Rights of Third Parties) Act 1999 Exclusion Clause

Applicable to the Freight Section

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.

Policy Exceptions

Exceptions – Freight

The following Policy Exceptions apply to the Freight Section and are in addition to any other Freight Policy Exceptions stated elsewhere:

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 labelling;
 - (b) shortage in weight, evaporation or ordinary leakage;
 - (c) deliberate abandonment of the Goods and/or other property;
 - (d) vermin, wear, tear or gradual deterioration;
 - (e) contamination.
- (5) Loss or damage to living creatures, bullion, cash and the like, bank notes, stamps, prepaid phone cards and similar, bonds, treasury notes, securities or explosives, fine arts, specie and negotiable instruments.
- (6) Your liability under Articles 21, 24, or 26 of the CMR Convention.
- (7) Loss or damage to household or industrial Goods during removal or storage unless otherwise specified in The Schedule.
- (8) Any loss arising from confiscation, expropriation, requisition, embargo, nationalization, destruction or damage by order of any Government or Government Agency or the consequence of inadequate or inaccurate documentation.
- (9) Your liability for damages resulting from late delivery or delay in respect of transit for which a delivery time and/or date is contractually agreed by You.
- (10) Loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:
 - (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - (c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
 - (e) any chemical, biological, bio-chemical, or electromagnetic weapon.
- (11) Loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- (12) Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event:
 - (a) war, invasion, act of foreign enemy, hostilities or a war like operation or operations (whether war be declared or not), civil war, rebellion, revolution, riot, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power

Policy Exceptions (Continued)

(b) Terrorism

Terrorism is defined as any act or acts including but not limited to

- (i) the use or threat of force and/or violence
and/or
- (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes

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

Note

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

Exceptions – Legal Liabilities

The following Policy Exceptions apply to all Sections other than Freight and are in addition to any Exceptions contained therein.

We will not indemnify You in respect of

- (1) 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) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 - (b) nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to (1) (a) and/or (1) (b) above.

However,

- (1) exceptions (1) (a) (b) and (c) do not apply to the following Sections, when insured by this policy
 - (a) Terrorism
 - (b) Employers' Liability.
- (2) exception (1) (b) does not apply to the following Sections, when insured by this policy
 - (a) Public and Products Liability.

Policy Exceptions (Continued)

- (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from
- (a) (i) ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- (b) the use of any weapon or device
- (i) dispersing radioactive material and/or ionising radiation
- or
- (ii) using atomic or nuclear fission and/or fusion or other like reaction.
- (c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at The Premises (other than nuclear fuel or nuclear waste) used in the course of The Business for the purposes for which they were intended.

However,

- (1) in relation to the Employers' Liability Section, exception (2) (a) only applies when You under a contract or agreement have undertaken to
- (a) indemnify another party
- or
- (b) assume the liability of another party.
- (2) exceptions (2) (a) and (2) (b) do not apply to the following Sections, when insured by this policy
- (a) Terrorism

- (3) any claim which arises directly or indirectly from or consists of the Failure or inability of any
- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
- (b) media or systems used in connection with anything referred to in (a) above

whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the Failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.
- (1) exceptions to (3) (a) and (3) (b) do not apply to the following Sections, when insured by this policy
- (a) Terrorism
- (b) Employers' Liability.



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