



**Transit**  
**Multi Cover Freight**  
**Secure**



# Multi Cover Freight Secure Policy

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Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274. Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference 307511).

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# Important Information

## Policy Guide

Do not wait until **You** have a claim before **You** read and understand the **Policy**. Please read it now and keep it in a safe place.

In particular make sure that:-

- All the details shown in the **Schedule** are correct (let **Your** insurance advisor know immediately if any changes are necessary).
- **You** have read the conditions relating to those Sections covered including General Conditions.
- **You** understand the notes on how to make a claim as stated in the General Conditions and **Your** duties in respect of Ministry of Justice Portal Claims as outlined in this guide.
- **You** understand the notes on how to make a complaint as stated in the Complaints Section.
- **You** understand the importance of **Policy** conditions and in particular conditions precedent, which are explained below and are detailed within the **Policy** and **Your Schedule**

If **You** have any queries about the **Policy** or do not understand any part of it or feel that it does not meet **Your** requirements please contact **Your** insurance advisor who arranged this insurance.

This **Policy** is a contract of insurance and has been issued to **You** based on the information supplied about **You**, **Your Business** and **Your Property** in the **Proposal Form** or **Statement of Fact** and other material information declared . It is therefore very important that **You** let **Your** insurance advisor who arranged this insurance know immediately of any changes that affect the information **You** have disclosed to **Underwriters**.

For example, in respect of legal liability exposures, any material alterations such as changes in **Your Business** that affect the information **You** have disclosed to **Underwriters**.

## Making a Claim

In the event of a claim or any circumstances that is likely to result in a claim, in accordance with General Condition 3, **You** must immediately notify the following:-

### In respect of Sections 1 and 4

AXA Insurance UK plc  
AXA House  
Parklands  
Lostock  
Bolton  
BL6 4SD  
Tel: 0370 9000 867 – Option 2 (Commercial Property Claims)  
Email: [lpclaims@axa-insurance.co.uk](mailto:lpclaims@axa-insurance.co.uk)

### In respect of Sections 2 and 3

Woodgate and Clark Ltd  
42 Kings Hill Avenue  
Kings Hill  
West Malling  
Kent  
ME19 2AJ  
Tel: 01732 520273 or 01732 520270 outside office hours  
Email: [newclaim@woodgate-clark.co.uk](mailto:newclaim@woodgate-clark.co.uk)

## Ministry of Justice (MOJ) portal guidance for claims and the duties owed by You

The MOJ reforms are now in effect and apply to the majority of Employers' and Public Liability claims arising in England and Wales. Principally these reforms set out a strict timetable for the acknowledgement and handling of claims. If the timetable is breached the costs charged by the claimant's legal representative will increase. As a result prompt reporting of incidents which may give rise to a claim or actual claims is vital to ensure investigations can be made in a timely fashion and to keep claim costs to a minimum.

### What to do if **You** receive a letter of claim or Claims Notification Form (CNF) from the claimant or claimant's representative

If **You** receive a letter of claim or Claims Notification Form (CNF) direct from the claimant or claimant's legal representative do not admit liability and simply acknowledge receipt of the communication. Where possible the acknowledgement should be via an electronic format (e-mail is preferred) and within 24 hours from receipt of the letter or CNF. In the acknowledgement please advise them **Your Insurer's** name and that their correspondence has been sent to Woodgate and Clark who are the **Insurer's** Appointed Claims Administrator.

After acknowledging the communication please send all correspondence immediately to Woodgate & Clark remembering to quote **Your Policy** number and name as shown on the **Schedule**.

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## How to Make a Complaint

### Sections 1 and 4 – Non-Lloyd's Complaints:

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. In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so by writing to the Country Manager, UK, Victor Insurance, Tower Place East, London, EC3R 5BU. If appropriate **Your** complaint may ultimately be handled by the **Insurer** or a third party acting on the **Insurers'** behalf. If this is the case we will notify **You** upon receipt of your complaint. Making a complaint does not affect **Your** right to take legal action.

If **You** are not happy with the outcome of **Your** complaint, **You** may have the right to ask the Financial Ombudsman Service (FOS) to review **Your** case. **You** will need to contact them within six months of the date of our final decision letter.

**You** can also ask the Ombudsman to review **Your** case if we have not provided **You** with a final decision within eight weeks of receiving **Your** complaint.

The Ombudsman can help with most complaints if **You** are:

- A consumer;
- A micro enterprise employing fewer than ten persons that has an annual turnover and/or balance sheet total that does not exceed €2 million\*;
- A charity which has an annual income of less than £6.5 million\*;
- A trustee of a trust which has a net asset value of less than £5 million\*;
- (in relation to consumer buy-to-let business) a buy-to-let consumer;
- A small business (which is not a micro enterprise) which has an annual turnover of less than £6.5 million and (i) employs fewer than 50 persons or (ii) has a balance sheet total of less than £5 million\*;
- A guarantor

\* at the time **You** refer **Your** complaint

If **You** are unsure whether the ombudsman will consider **Your** complaint, or for more information, please contact the Ombudsman directly on 0800 023 4567 or visit the FOS website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The address of the Ombudsman is: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

### Sections 2 and 3 –Lloyd's Complaints:

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. In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so by writing to the Country Manager, UK, Victor Insurance, Tower Place East, London, EC3R 5BU. If appropriate **Your** complaint may ultimately be handled by the **Insurer** or a third party acting on the **Insurers'** behalf. If this is the case we will notify **You** upon receipt of your complaint. Making a complaint does not affect **Your** right to take legal action.

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If **You** complaint cannot be resolved within two weeks, or if **You** have not received a response within two weeks **You** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **Your** complaint and provide **You** with a written response. If **You** wish to ask Lloyd's to investigate **Your** complaint **You** may do so by contacting:

Complaints Lloyd's  
Fidentia House  
Walter Burke Way  
Chatham Maritime  
Kent  
ME4 4RN  
Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Tel: +44 (0)20 7327 5693

Fax: +44 (0)20 7327 5225

Details of Lloyd's complaints procedures are set out in a leaflet "How We Will Handle Your Complaint" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If **You** are not happy with the outcome of **Your** complaint, **You** may have the right to ask the Financial Ombudsman Service (FOS) to review **Your** case. **You** will need to contact them within six months of the date of our final decision letter.

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- A guarantor

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### **Financial Services Compensation Scheme (FSCS)**

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Victor Insurance underwrites on behalf of a select group of insurers who are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the Scheme if they are unable to meet their obligations to **you** under this contract of insurance. Further information about the Scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.

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## Privacy Notice

For more information about how **We** use **Your** personal information, please see **Our** privacy policy, which is available on **Our** website as detailed below and in other formats upon request.

**Sections 1 and 4** – <https://www.axa.co.uk/privacy-policy/>

**Sections 2 and 3** – <https://www.ascotgroup.com/lloyds/privacy-policy>

A copy of the Victor Insurance up to date Privacy Notice can be viewed using the following link:  
<https://www.marsh.com/uk/privacy-notice.html>

## The Insurance Act 2015

This important legislation aims to balance both **Your, Underwriters** and **Insurers** interests.

It covers the following key areas:

- **Your** duty of fair presentation to **Underwriters**.
- The remedies available to **Underwriters** and **Insurers** where the duty to make a fair presentation has been breached.

This **Policy** is prepared in accordance with the Insurance Act 2015.

## Your Duty of Fair Presentation

**Underwriters** have relied on the information **You** have given in setting the terms and premium for this **Policy**. **You** owe **Underwriters** a duty of fair presentation under the Insurance Act 2015. To comply with this duty it is very important that:

- **You** provide **Underwriters** with all material information in a clear and accessible form, having made reasonable searches and enquires of all information available to **You** (including information held by third parties, such as agents, service providers or anyone insured by the **Policy**);
- the information **You** provide, including **Your** answers to any **Proposal Form** or **Statement of Fact** and all other information **You** provide, is correct, complete and free of any misrepresentation;
- any statements of opinion, expectation or belief are made in good faith.

**Your** duty of fair presentation applies at commencement, renewal and whenever making any changes to **Your Policy**.

If **You** breach **Your** duty of fair presentation, **You** may adversely affect **Your Policy** and **Your** ability to make any claim:

- (1) If **Your** breach is deliberate or reckless and **Underwriters** or **Insurers** show that if **You** had complied with **Your** duty **Underwriters** or **Insurers** would not have entered into this **Policy**, or would only have done so on different terms, **Underwriters** or **Insurers** will be entitled to treat this **Policy** as if it had never existed, refuse to pay all claims, reclaim any sums paid to **You** and need not return the premium paid;
- (2) If **Your** breach is neither deliberate nor reckless and **Underwriters** or **Insurers** show that if **You** had complied with **Your** duty:
  - (a) **Underwriters** or **Insurers** would not have entered into this **Policy**, **Underwriters** or **Insurers** will be entitled to treat this **Policy** as if it had never existed, refuse to pay all claims, reclaim any sums paid to **You** and return the premium paid;

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- (b) **Underwriters** or **Insurers** would only have entered into this **Policy** on different terms, **Underwriters** or **Insurers** will be entitled to:
- (i) treat this **Policy** as if it had been entered into on those different terms;
  - (ii) reduce any claim in the same proportion as the premium actually charged bears to the higher premium that would have been charged.
- (3) **Underwriters, Insurers** or **Your** insurance adviser, will write to **You** if **Underwriters** or **Insurers** intend to treat **Your Policy** as if it never existed or amend the terms of **Your Policy**.

## Helpful Information

### Material Information

**You** must search for all material information and disclose it to **Underwriters** without misrepresentation. Material information is anything which might reasonably influence **Underwriters** decision to offer **You** insurance or the terms (including the premium) on which any offer is made. It includes facts, circumstances, allegations and events. Material information includes special or unusual facts concerning **You** or **Your Business**, any particular concerns **You** may have which have led **You** to seek or increase **Your** insurance cover and any other facts relevant to the risk taken by **Underwriters**. **You** should assume that all information specifically sought by **Underwriters** is material, whether in a **Statement of Fact, Proposal Form** or otherwise.

### Notifying any changes or inaccuracies in information

**Your** failure to promptly notify **Underwriters** of inaccuracies or changes in the information **You** have provided may adversely affect **Your Policy** or **Your** ability to make any claim, in whole or part. Claims arising from or connected to a material change to **You** or **Your Business** or the risks insured, as compared to the situation which applied at the inception of this **Policy**, are excluded unless covered by an express extension or endorsement to this **Policy**.

If **You** become aware at any time during the **Period of Insurance** or at renewal that the information **You** provided to **Underwriters** is (or has become) inaccurate, or otherwise changes materially (for example, due to new developments in **Your Business**), **You** or **Your** insurance adviser must inform **Underwriters** as soon as reasonably practicable.

**Underwriters** will be entitled to revise the premium or the terms of this **Policy** (retrospectively if appropriate), to reflect the inaccuracy or material change, in addition to any rights **Underwriters** may have for any breach of **Your** duty of fair presentation, or to exercise **Underwriters** right to cancel this **Policy**. If **You** are late in notifying **Underwriters** of any inaccuracy or material change and **Underwriters** would have cancelled this **Policy** if **You** had notified **Underwriters** as soon as reasonably practicable, **Underwriters** will be entitled to treat this **Policy** as if it had been cancelled by **Underwriters** after **You** should have notified **Underwriters**.

Once **Underwriters** have been notified of any inaccuracy or material change, **Underwriters** will advise **You** if this affects **Your Policy**. **Underwriters** may decide simply to note the change for the purpose of review prior to renewal.

## Conditions and Conditions Precedent

Conditions are important and **You** must pay them special attention because they impose on **You** an obligation which **You** must comply with.

If a condition precedent to **Insurer's** liability under this **Policy** is not complied with, **Insurers** will not be liable for the claim in question.

**Insurers** will not rely upon a breach of any term to exclude, limit or discharge their liability if the breach could not have increased the risk of **Injury Loss or Damage** which actually occurred in the circumstances in which it occurred.

## The Health and Safety at Work etc. Act 1974

**Insurers** also remind **You** of **Your** obligations under the Health and Safety at Work Act etc. 1974 to protect the health safety and welfare of **Your Employees** which includes the provision of:

- workplace risk assessments
- full and effective training
- appropriate personal protective equipment (PPE)
- clear communications of health and safety procedures.

## Employers Liability Tracing Office (ELTO) Notice

Certain information relating to **Your** insurance **Policy** including, without limitation, the **Policy** number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employers' reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant) will be provided to the Employers' Liability Tracing Office (the "ELTO") and added to an electronic database (the "Database").

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual claimants who have suffered an employment related **Injury** arising out of their course of employment in the UK:

1. to identify which insurer(s) was or were providing Employers' Liability cover during the relevant periods of employment and;
2. to identify the relevant Employers' Liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the claimants, their appointed representatives, insurer(s) with potential liability for UK commercial lines Employers' Liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance **Policy** **You** will be deemed to specifically consent to the use of **Your** insurance **Policy** data in this way and for these purposes.

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## The Underwriters

This policy is administered and underwritten by Victor Insurance, a trading name of Marsh Ltd, on behalf of the following Insurers (referred to collectively as the 'Insurers'), in accordance with the authority granted under:

Binding Authority Agreement Number / UMR	Section	Insurers	Proportion
VI021/HL 8422710	Sections 1 and 4	AXA Insurance UK Plc Registered in England No 78950. Registered Office: 5 Old Broad Street, London EC2N 1AD A member of the AXA Group of Companies. AXA Insurance UK Plc is authorised and regulated by the Financial Conduct Authority. Telephone calls may be monitored or recorded.	100%
VI014 / PK21RP193Z1X / B6022PK21RP193Z1X	Sections 2 and 3	Ascot Syndicate 1414 at Lloyd's. Syndicate 1414 at Lloyd's is managed by Ascot Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered in England and Wales No.04098461. Registered Office: 20 Fenchurch Street, London, United Kingdom EC3M 3BY.	100%

The subscribing Underwriters' obligations under Contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

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# Definitions

Certain words in the **Policy** where they appear in bold type face whether with a capital letter or not shall have specific meanings which are defined below and (other than as a heading) the words defined carry the same meaning whenever they appear in the **Policy** unless varied by a definition in a particular section.

Certain additional words are also defined in the individual sections in which they are used and to which they have a particular relevance.

## 1) All Risks

an indemnity for **Your** liability for **Loss or Damage** to **Goods** occurring within the **Territorial Limits** during the **Period of Insurance** arising from **Any One Event** whilst the **Goods** are in **Transit** on any **Vehicle** or whilst temporarily stored in the course of **Transit**.

Provided always that in the event of a claim 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.

If at the time of any **Loss or Damage** the value of the **Goods** being carried in the **Vehicle** is greater than the sum insured that **You** have requested for that **Vehicle** then **We** will only pay a proportionate share of the claim. This will be the amount that **Vehicle Sum Insured** bears as a proportion to the value of the **Goods**.

## 2) Any One Event

any one occurrence or series of occurrences attributable to one original cause.

## 3) Asbestos

asbestos or asbestos fibres or derivatives of asbestos or any material containing asbestos.

## 4) Business

the business stated in the **Schedule** conducted by **You** at or from premises in England Wales Scotland Northern Ireland and the Channel Islands or the Isle of Man including

- a) the provision and management of canteen sports social or welfare organisations for the benefit of **Employees** and fire security first aid medical and ambulance services
- b) private work undertaken with **Your** prior consent by **Employee(s)** for any director or senior official of **Yours**
- c) the ownership maintenance and repair of such premises within such territories.

## 5) CMR Convention

The Convention on the Contract for the International Carriage of Goods by Road.

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## 6) Consignment

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

## 7) Continental Europe

**Western Europe** Albania Bosnia-Herzegovina Croatia Estonia Latvia Lithuania Macedonia Montenegro Morocco Serbia Slovenia and Turkey (east of the Bosphorus).

## 8) Damages

the monetary compensation for physical **Injury Loss or Damage** caused by a wrongful act to another person or legal entity and shall not include exemplary punitive or multiplication of awards or aggravated awards in any form whatsoever.

## 9) Defence Costs

the legal costs disbursements and related expenses reasonably and necessarily incurred by **You** in relation to a claim or reported circumstances in connection with or which arises as a result of any matter falling for indemnity under any one of the applicable sections of the **Policy** subject to **Insurers** consent.

## 10) Employee/Employee(s)

- a) any person under a contract of service or apprenticeship with **You**
- b) any labour master or labour only sub-contractor or person supplied by any of them
- c) any self-employed person providing labour only
- d) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by **You**
- e) any person participating in any Government or otherwise authorised work experience training study exchange or similar scheme
- f) any voluntary worker or helper

whilst working on **Your** behalf and in connection with the **Business**.

## 11) Enclosed Premises

a locked building or a compound bounded on each side by a substantial wall fence or similar structure and having a locked gate.

## 12) Excess

the amount for which **You** are responsible as the first part of each claim or incident.

## 13) Goods

property for which **You** are responsible carried for a charge and not owned hired or leased by **You** except for any **Property** specifically excluded by this **Policy**.

## 14) Hazardous Pastimes

the **Insured Person** taking part in, or practising for

- 1. racing, competitions, rallies or trials on wheels or on horseback
- 2. hang-gliding, parachuting, parascending, paragliding or bungee jumping
- 3. mountaineering, rock climbing, potholing, caving or white water rafting
- 4. diving underwater involving the use of breathing apparatus
- 5. off piste skiing, sleighing or snow boarding.

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### 15) Identifiable Injury

physical identifiable injury caused by a **Sudden Accident** which solely and independently of any other cause, results in the death or disablement of the **Insured Person**, within 12 months of the date of the **Sudden Accident**.

### 16) Injury

bodily injury death disease illness or nervous shock.

### 17) Inception

the date that an **Insured Person** is first included in this insurance.

### 18) Insured/You/Your/Yours

the person(s) or corporate body named in the **Schedule** as the Insured including:

- a) any subsidiary company which is named in the **Schedule** operating in or from **Premises** located within Great Britain Northern Ireland the Isle of Man or the Channel Islands
- b) at the written request of the Insured:
  - i) any director or **Employee** of the Insured while acting on behalf of or in the course of their employment or engagement by the Insured in respect of liability for which the Insured would have been entitled to indemnity under this insurance if the claim against any such person had been made against the Insured
  - ii) any officer member or **Employee** of the Insured(s)' welfare organisation or fire first aid or ambulance service in their respective capacity as such
- c) in the event of the death of the Insured the personal representatives of the Insured in respect of liability incurred by the Insured provided that such person shall as though they were the Insured observe fulfil and be subject to the terms exclusions conditions and endorsements of this insurance as far as they can apply.

### 19) Insured Person

**You** or any of **Your** directors principals or partners who is 65 years of age or under.

### 20) Insurer/Insurers/Insurer's/We/Us/Our

applicable to Sections 1 and 4 – AXA Insurance plc.

applicable to Sections 2 and 3 – Ascot Syndicate 1414 at Lloyd's

### 21) Limit of Indemnity

the **Insurers** maximum liability for **Damages** as specified in the **Schedule** or **Policy**.

### 22) Loss of Limb

permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle, or permanent total and irrecoverable loss of use of a hand, arm, foot or leg.

### 23) Loss of Sight

total and irrecoverable loss of sight in both eyes.

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## 24) Loss or Damage

tangible loss destruction or damage.

## 25) Offshore

from the time when (an) **Employee(s)** embarks onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig structure platform or supply vessel.

## 26) Period of Insurance

the period specified in the **Schedule** and any further period(s) agreed by **Underwriters**.

## 27) Permanent Total Disablement

Disablement which entirely prevents the **Insured Person** from attending to any occupation, to which they are reasonably suited by training, education or experience and which

1. lasts 24 months and
2. is beyond hope of improvement.

## 28) Policy

the policy, the **Schedule** and any endorsements attached or issued.

## 29) Pollution or Contamination

- i) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- ii) all **Injury, Loss or Damage** directly or indirectly caused by such pollution or contamination.

## 30) Premises

the building and land used for the **Business** referred to in the **Schedule** and the surroundings occupied by **You** in connection with the **Business** at the locations declared.

## 31) Products Supplied

**Property** which has left **Your** custody or control which has been designed specified formulated manufactured constructed installed sold supplied distributed hired treated serviced altered or repaired by or on **Your** behalf including instructions packaging and labelling.

## 32) Proposal Form or Statement of Fact

the disclosed proposal form or statement of fact and any additional information supplied to **Underwriters** by or on **Your** behalf.

## 33) Property

tangible property.

## 34) Schedule

the Schedule which shows the sections that are included in the **Policy** and particulars of this insurance.

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### 35) Sub-Contractor

any carrier (including their employees and agents) directly or indirectly engaged by **You** to carry **Goods**.

### 36) Sudden Accident

a sudden, unexpected, specific event which occurs at an identifiable time and place.

### 37) Territorial Limits

#### applicable to Section 1 and 4

- a) anywhere including the sea crossing in or between England Wales Scotland Northern Ireland the Channel Islands the Isle of Man and Eire
- b) **Western Europe** when basis of cover D is operative.
- c) **Western Europe** and Italy when basis of cover E is operative.
- d) **Continental Europe** and Italy when basis of cover F is operative.

#### applicable to Sections 2 and 3

- a) anywhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands other than **Offshore**
- b) elsewhere in the world in connection with temporary visits undertaken in the course of the **Business** by any person normally resident in the territories described in a) above other than **Offshore**
- c) anywhere in the world caused by **Products Supplied**.

### 38) Terrorism

any act whether involving violence or the use of force or not or the threat or the preparation thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which is designed to or does intimidate or influence a de jure or de facto government or the public or a section of the public or disrupt any segment of the economy and from its nature or context is done in connection with political social religious ideological or similar causes or objectives.

### 39) Theft Attractive Goods

bottled spirits

processed tobacco or tobacco products (but not raw leaf)

audio/visual equipment and/or accessories

non-ferrous metals in scrap, sheet, bar, ingot or similar (but not component) form

computer equipment and/or accessories

mobile phones and/or accessories.

### 40) Transit

the movement of **Goods** from one place to another whilst in **Your** custody or control including loading and unloading and temporary storage in the course of such movements either on or off the **Vehicle**.

For the purpose of clarification temporary storage does not include **Goods** stored

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

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#### **41) Unattended**

a **Vehicle** shall be considered unattended if **You** or the person in charge of the **Vehicle** are not in such a position as to have reasonable prospects of preventing **Loss or Damage**.

For the purpose of clarification a **Vehicle** will not be regarded as **Unattended** whilst the driver of the **Vehicle** on which **Goods** are loaded is asleep in the **Vehicle**.

#### **42) Underwriters**

Marsh Ltd trading as Victor Insurance who act as an agent of the **Insurer** under a Binding Authority as detailed in **Your Schedule**.

#### **43) Vehicle(s)**

motor vehicles articulated vehicles trailers and semi-trailers.

#### **44) Vehicle Sum Insured**

the maximum **We** will pay in respect of **Goods** on any one **Vehicle**.

#### **45) Western Europe**

Andorra Austria Belgium Bulgaria Czech Republic Denmark Finland France Germany Gibraltar Greece Holland Hungary Liechtenstein Luxembourg Monaco Norway Poland Portugal Romania Slovak Republic Spain Sweden Switzerland and Turkey (west of the Bosphorus).

## Section 1 - Goods in Transit

Your **Schedule** will show if this section is insured.

### Indemnity

**We** agree to insure **You** in accordance with the bases of cover as defined below shown to be operative in the **Schedule** against **Loss or Damage** to **Goods** in **Transit** in connection with the **Business** occurring within the **Territorial Limits** during the **Period of Insurance** whilst carried by the means of conveyance as shown in the **Schedule**.

The maximum **We** will pay under this section including any extensions for **Any One Event** shall be the amount shown in the **Schedule** as the **Any One Event** limit.

**We** will not pay the **Excess** shown in the **Policy Schedule**.

### Bases of Cover

- A. Liability under the **CMR Convention** for traffic carried within the **Territorial Limits**.
- B. Liability under Road Haulage Association conditions of carriage.
- C. All Risks of loss of or damage to **Property** (other than that which is subject to the **CMR Convention**) where **You** can choose to have claims paid in full regardless of **Your** legal liability.
- D. Liability under the **CMR Convention** for traffic carried within **Western Europe**.
- E. Liability under the **CMR Convention** for traffic carried within **Western Europe** and Italy.
- F. Liability under the **CMR Convention** for traffic carried within **Continental Europe** and Italy.
- G. Liability for **Goods** in the custody or control of **Sub-Contractors** but the benefit of this insurance shall not pass to any **Sub-Contractor**.
- H. Liability under conditions of carriage as stated in the **Schedule**.

In addition **We** will pay

#### 1) Legal Costs

- a) Costs and expenses of claimants for which **You** are legally liable
- b) Legal costs and expenses incurred with **Our** written consent

in respect of any claim which may be the subject of indemnity under this section.

## 2) Own Goods

For **Loss or Damage** to the following property belonging to **You** or for which **You** are responsible whilst carried on any **Vehicle** described in the **Schedule**

- a) tarpaulins sheets trailer curtains ropes chains webbing straps toggles packing materials and dunnage. In respect of sheets that are physically lost or destroyed it is agreed that **We** will
  - i). settle claims on values as new where the Insured prove that the lost or destroyed sheets were not more than one year old when lost or destroyed or
  - ii). settle claims on values as new less an allowance for ordinary wear and tear in respect of sheets more than one year old when lost or destroyed
- b) any other property (but not containers flats demountables accoutrements to any **Vehicles** or personal effects) up to the maximum amount shown in the **Schedule**.

## 3) Expenses

Expenses reasonably incurred by **You** in

- a) the removal of debris and site clearance of **Goods** damaged whilst in **Transit** from the immediate area of the site where the damage occurred including disposal costs
- b) transferring **Goods** to any other **Vehicle** following fire collision overturning or impact of the conveying **Vehicle** including carrying the **Goods** to original destination or to place of collection
- c) reloading onto the **Vehicle** any **Goods** which has fallen from the **Vehicle**
- d) re-securing the **Goods** where there is dangerous movement of the load in **Transit**.

## 4) Containers and Trailers

For **Loss or Damage** to containers, flats and trailers for which **You** are responsible to the extent of **Your** liability provided they are not owned hired or leased by **You** up to the maximum amount shown in the **Schedule**. The **Excess** shown in the **Schedule** applies to this cover.

## 5) Personal Effects

For **Loss or Damage** to drivers personal effects up to the maximum amount shown in the **Schedule** (excluding wear and tear) whilst they are in one of **Your Vehicles** but **We** will not pay for clothing watches and jewellery whilst being worn.

**6) Sub-Contractors (only applicable if Basis of Cover G is operative in the Schedule)**

Subject to the sums insured specified in the **Schedule** the **Insurers** will indemnify **Your** legal liability for **Damage to Goods** in the possession custody or control of **Your Sub-Contractors** or successive sub-contractors.

Provided that

- a) any claims arising shall only be admissible to the extent to which they are not recoverable from the **Sub-Contractor** or successive sub-contractors.
- b) the benefit of this **Policy** shall in no circumstances whatsoever pass to any **Sub-Contractors** or successive sub-contractors or their insurers.
- c) the benefit of this **Policy** shall only attach after the liability of the **Sub-Contractors** or successive sub-contractors has been established.

**7) Consequential or Indirect Loss**

For financial loss suffered by a consignor or consignee (other than **Injury** to any person) for which **You** are legally liable following accidental

- a) **Loss or Damage to Goods** for which the **Policy** otherwise becomes liable
- b) delay (other than failure to meet an agreed delivery time or date)
- c) mis-delivery.

**We** will pay up to the maximum amount shown in the **Schedule** under this cover for **Any One Event**.

For this cover to apply **You** must contract for the carriage either

- i) specifically excluding such liability
- or
- ii) limiting liability to the amount of **Your** carriage charges for the **Consignment**.

If **You** do not contract for the carriage either excluding such liability or limiting liability to the amount of **Your** carriage charges for the **Consignment** the maximum **We** will pay will be restricted to the amount shown in the **Schedule** for **Any One Event**.

**8) Common Law**

Where a **Consignment** is carried subject to conditions of carriage but by court ruling the terms of the conditions as specified in the basis of cover shown to be operative in the **Schedule** are held not to apply **We** will insure **You** for **Loss or Damage to Property** arising from **Your** liability at common law.

**We** will pay up to the maximum amount shown in the **Schedule** under this cover for **Any One Event**.

**9) Reinstatement of Sum Insured**

**We** will automatically reinstate the **Vehicle Sum Insured** as shown in the **Schedule** and if applicable the limit payable under the loss of use extension from the date of any loss unless written notice to the contrary is given by **Us**. **You** may be required to pay extra premium.

## 10) Temporary Vehicle Substitution

If this section is arranged on a specified **Vehicle** basis **We** will insure **Goods** carried in any similar road **Vehicle** subject to the **Policy** terms and security requirements when **Your** own **Vehicle** is out of use undergoing repair maintenance or testing.

## 11) Cabotage

If bases of cover C, D, E or F apply **We** will insure **You** for all risks of **Loss or Damage** to **Goods** carried solely within the individual borders of the following countries

Andorra Austria Belgium Bulgaria Czech Republic Denmark Finland France Germany Gibraltar Greece Holland Hungary Liechtenstein Luxembourg Monaco Norway Poland Portugal Romania Slovak Republic Spain Sweden Switzerland and Turkey (west of the Bosphorus)

for the maximum amount shown in the **Schedule** or the **Vehicle Sum Insured** if that is less. **You** must notify **Us** as soon as possible if **Your** haulage charges in respect of Cabotage traffic exceed 10% of **Your** total charges in any one **Period of Insurance**.

If **You** do not comply with this condition **You** will not be covered and **We** will not pay **Your** claim.

## 12) Strike and Road Block

**We** agree to compensate **You** for financial loss suffered by **You** (but not by **Your** customer) directly arising out of unforeseen delay in the ordinary course of **Transit** of **Your Vehicles** whilst **Your Vehicles** are at a standstill due to

- a) the blocking of public roads highways border crossings or ports caused solely and directly by strikes industrial action demonstration riot or civil commotion or avalanche
- b) the cancellation of scheduled ferry crossings because of adverse weather conditions within England Wales Scotland Northern Ireland the Channel Islands the Isle of Man Eire Austria Belgium Denmark France Germany Holland Liechtenstein Luxembourg Norway Portugal Spain Sweden Switzerland.

Provided that the financial loss arose through circumstances **You** could not avoid and the consequences of which **You** were unable to prevent. In the event of a claim it will be up to **You** to prove that this proviso was met.

Compensation shall be payable at the rate of £300 per day (24 hours) per **Vehicle** up to a maximum of 21 days. **We** will pay up to the maximum amount shown in the **Schedule** for **Any One Event** and in any one **Period of Insurance**.

Compensation for the first 48 hours of any delay caused by strikes, industrial action, demonstration, riot or civil commotion, avalanche or the cancellation of scheduled ferry crossings is excluded.

### 13) Errors and Omissions

**We** agree to insure **You** against any claim made during the **Period of Insurance** for breach of duty caused by any negligent act error or omission arising out of incorrect instructions faulty arrangements or clerical errors committed or alleged to have been committed by **You** or **Your** principals, directors, clerical or office staff past or present in the conduct of any **Business** by **You** or on **Your** behalf in **Your** professional capacity as hauliers within the **Territorial Limits**.

Provided that:

- a) **Our** limit of liability shall not exceed the maximum amount shown in the **Schedule** in any one **Period of Insurance** except that in addition **We** will pay costs and expenses incurred in the defence or settlement of any claim
- b) **We** will not pay the **Excess** shown in the **Policy Schedule** for each and every claim
- c) if during the currency of this **Policy** **You** become aware of any occurrence which may subsequently give rise to a claim being made against **You** for breach of professional duties due to any negligent act error or omission (as defined above) and shall during the currency of this **Policy** give written notice to **Us** of such occurrence then any such claim which may subsequently be made against **You** arising out of that negligent act error or omission shall be deemed to have been made during the currency of the **Policy**.

**We** will not insure **You** against any claim:

- a) for libel or slander
- b) which has been brought about or contributed to by the dishonesty wilful neglect or default fraudulent criminal or malicious act or omission of **You** or **Your** predecessors in **Business**
- c) for any liability as principal for the charter of the whole or part of any vessel or aircraft
- d) resulting from **Your** insolvency
- e) resulting from **Your** inability to pay or collect amounts
- f) resulting from **Your** failure to comply fully with instructions to effect insurance.

The cover provided is governed by English law and courts in England and Wales alone shall have jurisdiction in any dispute unless otherwise agreed.

### 14) Loss or Theft of Keys

**We** will in the event of **Your Vehicle** keys transmitters or security immobilisation transmitters being lost or stolen pay for replacing

- a) door and/or boot locks
- b) ignition/steering locks
- c) lock transmitter and central locking interface
- d) immobilisation/alarm system

provided that **You** have reason to believe that the person who finds or has stolen such items would be able to identify the whereabouts of **Your Vehicle**.

The maximum amount **We** will pay for **Any One Event** is £500. An **Excess** of £75 will apply to this extension.

## 15) Loss of Use

Those **Vehicles** operated by **You** to which this section applies which are comprehensively insured by **You** under a motor or other policy are covered under this extension. If any of these **Vehicles** are out of use as a result of fire or accidental damage whilst being used by **You** and loaded with at least one **Consignment We** will pay for

- a) the cost of actual hiring of a replacement **Vehicle** of similar type and carrying capacity to **Your** own  
or
- b) hiring charges payable to **Your** principal for which **You** are legally liable provided **Your** principal sustains a financial loss and makes a claim against **You**  
or
- c) normal hire purchase payments that are still due in respect of the damaged **Vehicle** although a replacement is not required.

Weekly payments will be covered by **Us** until **Your Vehicle** is returned to **You** following repair or until a replacement is purchased subject to a maximum period of five weeks.

**Your** claim must be reported to **Us** within three days of the **Loss or Damage**.

**We** are not responsible for

- i) the first three days of any period for which payment becomes due under this extension
- ii) fire or accidental damage occurring outside England Wales Scotland Northern Ireland the Channel Islands the Isle of Man and Eire
- iii) 20% of any claim
- iv) fire or accidental damage caused directly by theft or attempted theft of the **Vehicle**.

Please refer to the **Schedule** to see the maximum weekly payments.



## Limitations

1. If basis of cover C applies and at the time of any **Loss or Damage** the value of the **Property** is greater than the **Vehicle Sum Insured** shown in the **Schedule** then **We** will only pay a proportionate share of the claim. This will be the amount that the **Vehicle Sum Insured** bears as a proportion to the value of the **Property**.
2. If basis of cover B applies **You** will not accept liability beyond that provided by the standard conditions without first obtaining **Our** approval.
3. **We** will only insure **You** for theft pilferage or shortages of **Theft Attractive Goods** up to the maximum amount shown in the **Schedule** for **Any One Event**.

If the loss is from a **Vehicle** the **Vehicle Sum Insured** shall apply if that is less.

The above limitation will not apply if such property is carried unknowingly

- i) in sealed containers  
or
- ii) as part of a groupage load.

## Section 1 – Exclusions

This section does not cover any **Loss or Damage** to **Goods** directly or indirectly caused by or arising from

### 1) Pressure Waves

pressure waves caused by aircraft or other aerial devices.

### 2) Radioactive Contamination

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

### 3) War Risks

any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

### 4) Delay

delay except as provided in the Consequential or Indirect Loss cover on page 22.

This section does not cover

### 5) Money Securities etc.

loss of or damage to money securities for money (which include certificates of bond stock certificates bills of exchange promissory notes) stamps watches precious stones jewellery bullion nuclear fuel nuclear waste or loss or death of or injury to living creatures.

### 6) Tanker Traffic

**Loss or Damage** to **Goods** in **Transit** in road tankers.

### 7) Consequential Loss

any consequential or indirect loss which exceeds the carriage charge made by **You** to carry the **Consignment** except as provided in the Consequential or Indirect Loss cover on page 22.

## 8) Deterioration

- a) natural deterioration
- b) the deterioration of **Goods** conveyed in frozen chilled or insulated condition due to
  - i) faulty stowage
  - ii) incorrect setting or operation of the equipment
  - iii) variations in temperature unless directly caused by fire accident (but not breakdown) to the conveying **Vehicle** theft or attempted theft.

## 9) CMR

under the **CMR Convention We** will not be responsible for claims arising from

- a) Article 7(3) – omission from the consignment note of reference to the Convention.
- b) Article 21 – collection of cash on delivery payments.
- c) surrender of right of recourse under Article 37 by virtue of the liberty granted under Article 40.
- d) undertakings given under Article 24 (values in excess of 8.33 SDRs per kilogram) or Article 26 (special interest).
- e) delay except as provided under Article 23(5).
- f) confiscation requisition destruction or damage ordered by any government or other officials or authorities or the consequences of inadequate or inaccurate documentation.

## Section 1 – Conditions

### 1) Sub-Contractors

If **You** pass **Goods** on to a **Sub-Contractor** and there is then a claim for **Loss or Damage** to **Goods You** should direct the claim against the **Sub-Contractor**.

### 2) Our Special Rights

**We** have the right to take possession of **Goods** insured under this **Policy** which is affected by a claim. **You** or **Your Sub-Contractors** cannot abandon **Goods** to **Us**.

## Section 2 - Public and Products Liability

Your **Schedule** will show if this section is insured.

### Indemnity

We agree to indemnify **You** against all sums that **You** shall become legally liable to pay as **Damages** and costs and expenses of claimants in respect of accidental:

- a) **Injury** to any person;
- b) **Loss or Damage** to **Property**;
- c) nuisance or trespass obstruction loss of amenities or interference with any right of way light air or water;
- d) wrongful arrest detention imprisonment or eviction of any person or invasion of the right of privacy;

occurring within the **Territorial Limits** during the **Period of Insurance** and happening in connection with the **Business**.

### Limit of Indemnity

**Insurer's** liability under this section for all **Damages** payable to any claimant or number of claimants as a result of any one occurrence or series of occurrences attributable to one original cause shall not exceed the amount stated in the **Schedule** as the **Limit of Indemnity**.

### Costs

In addition **Insurers** will indemnify **You** for:

- 1)
  - a) costs and expenses for which **You** are legally liable;
  - b) other costs and expenses incurred with **Insurer's** written consent;

in respect of any claim which may be the subject of indemnity under this section.
- 2) solicitors fees incurred with **Insurer's** written consent for:
  - a) defence in any Court of Summary Jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory duty resulting in **Injury**
  - b) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death

which may be the subject of indemnity under this section.
- 3) and if **You** so request any partner director or **Employee** of **Yours** in the terms of this section in respect of costs and expenses incurred with **Insurer's** written consent up to the amount stated in the **Schedule** as the **Limit of Indemnity** in connection with criminal proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 provided that:
  - a) the proceedings relate to an offence alleged to have been committed in the course of the **Business** during the **Period of Insurance**
  - b) the proceedings are brought in Great Britain Northern Ireland the Isle of Man or the Channel Islands
  - c) **Your** director or **Employee** shall give **Insurers** immediate notice of any summons or other process served upon **Your** director or **Employee** and of any event that may give rise to proceedings against **Your** director or **Employee**.

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**Insurers** will not pay:

- i) fines or penalties
  - ii) costs and expenses insured by any other policy
  - iii) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission
  - iv) legal costs and expenses which **Your** director or **Employee** may be ordered to pay by a court of Criminal Jurisdiction in respect of the deliberate or intentional criminal act or omission of **Your** director or **Employee**
  - v) for the cost of any investigation or inquiry other than a solicitors investigation restricted to criminal proceedings as defined above
  - vi) unless **Insurers** have the sole conduct and control of all claims
- 4) in respect of legal costs and expenses incurred with **Insurer's** written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of the Consumer Protection Act 1987 provided that the proceedings relate to an offence alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

**Insurers** will not indemnify **You** in respect of

- i) fines or penalties
- ii) costs and expenses insured by any other policy or insurance.

## Section 2 – Exclusions

The indemnity will not apply to legal liability:

### 1) Injury to Employees

in respect of **Injury** to any **Employee** arising out of and in the course of their employment by **You** in the **Business**.

### 2) Property under Your Control

in respect of **Loss or Damage** to:

- a) **Property** belonging to **You** or in **Your** or any **Employee's** custody or under their control, other than their personal effects or the personal effects of any visitor, up to a value of £250 any one item and £1,000 in all in any one **Period of Insurance**
- b) **Property** which is leased let rented hired or lent to the **You** or which is the subject of bailment to **You**
- c) **Property** comprising the permanent or temporary works undertaken by **You** in the course of any contract or agreement and which are under **Your** control or for which **You** are responsible.

### 3) Rectification Costs

- a) in respect of the cost or value of any **Products Supplied** or replacement repair removal rectification or reinstatement thereof where legal liability arises from the defect in or unsuitability of such **Products Supplied** or works executed
- b) for any costs incurred in recalling or modifying any **Products Supplied**
- c) for the costs of remedying any defect or alleged defect in land or **Premises** sold or disposed of by **You** or for any reduction in the value thereof.

### 4) Aviation and Craft

arising out of:

- a) work in or on aircraft
- b) work in or on airport or aerodrome runways manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access
- c) the ownership possession or use by or on **Your** behalf of any:
  - i) aircraft
  - ii) watercraft (other than watercraft not exceeding 8 metres in length or any hand propelled boat or pontoon).

### 5) Vehicles

arising out of the ownership possession or use by **You** or on **Your** behalf of any mechanically propelled vehicle or trailer attached thereto in circumstances where compulsory insurance or security is required or where insurance is provided by another policy or insurance.

## 6) Liability under Agreement

assumed by **You** under agreement unless the conduct and control of claims is vested in **Insurers** but indemnity shall not in any event apply to:

- a) liquidated damages fines or penalties
- b) legal liability which attaches by virtue of an express warranty indemnity or guarantee given or entered into by **You** in connection with any **Products Supplied** and which would not have attached in the absence of such warranty
- c) an agreement to arrange insurance under the terms of Clause 6.5.1 of the JCT Conditions of Contract or of any other contract condition requiring insurance of a like kind
- d) liability which attaches solely by reason of an agreement relating to the performance of work outside Great Britain Northern Ireland the Isle of Man or the Channel Islands.

## 7) War Nuclear Biological Chemical

in respect of **Injury, Loss or Damage** cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the **Injury Loss or Damage** cost or expense:

- a) war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- b) the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.

## 8) Radioactive Contamination

of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of an explosive nuclear assembly or nuclear component thereof.

## 9) Exports to United States of America or Canada

in respect of **Injury, Loss or Damage** caused by or in connection with any **Products Supplied** which to **Your** knowledge are directly or indirectly exported to the United States of America or Canada.

## 10) Professional Risks

arising out of:

- a) an error or omission in estimates or advice given by **You** or on **Your** behalf or in design plans drawings or specification
- b) an error or omission by **You** or any servant or agent of **Yours** in the supervision of works

for which a separate fee is charged or would normally be charged.



## 11) Aviation Products

in respect of **Injury Loss or Damage** caused by or in connection with any **Products Supplied** which to **Your** knowledge are for use in or on any aircraft and which are critical to the safety or airworthiness of the aircraft.

## 12) Asbestos

of whatsoever nature directly or indirectly caused by contributed to by or arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to **Asbestos** or materials or products containing **Asbestos** whether or not there is another cause of **Injury Loss or Damage** which may have contributed concurrently or in consequence of **Injury Loss or Damage**.

## 13) Terrorism

directly or indirectly occasioned by happening through arising out of resulting from or in connection with an act of **Terrorism** also excluding legal liability directly or indirectly occasioned by happening through in consequence of arising out of resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of **Terrorism**.

## 14) Fines and Penalties

for any award of fines penalties or liquidated damages in any form whatsoever.

## 15) Manual Work Away Exclusion – United States of America or Canada

in respect of **Injury Loss or Damage** caused by or in connection with any manual work undertaken within the United States of America or Canada.

## 16) Pollution or Contamination

1. in respect of **Pollution or Contamination** other than caused by a sudden accidental 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 shall be deemed to have occurred at the time such incident takes place
2. for all compensation payable in respect of all **Pollution or Contamination** which is deemed to have occurred during the **Period of Insurance** shall not exceed in the aggregate the amount shown as the **Limit of Indemnity** in the **Schedule**.

## 17) Cyber Liabilities

- a) any computer virus, malicious code or other malware which causes the malfunction of or prevents access by You or any external party to any computer system used in connection with Your Business;
- b) the onward transmission of any computer virus or other malware to any external party who uses Your website or has authorised connection to Your computer system;
- c) the denial of access or use by You or any authorised party to Your computer system;
- d) the content of Your website, email, intranet or extranet, including alterations or additions made by a hacker or any unauthorised external party;
- e) the failure of electronic, electromechanical data processing or electronically controlled equipment or electronic data, to correctly recognise any given date, or to

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- process data, or to operate properly due to failure to recognise any given date due to inherent defect or computer virus, malicious code or other malware;
- f) actual or alleged infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page;
  - g) defamation, libel, slander or malicious falsehood;
  - h) any breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for personal data;
  - i) the unauthorised collection or misuse of any data concerning any customer or potential customer which is either confidential or subject to statutory restrictions on its use and which You obtained through the internet or extranet or website and hold in Your possession.

## 18) Communicable Disease Exclusion

This **Policy** does not cover actual or alleged **Loss**, liability, damage, compensation, **Injury**, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- A. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- B. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- C. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

## Section 2 – Extensions

### 1) Rented Premises

Exclusion 2(b) of this section shall not apply to **Premises** leased let rented hired or lent to **You** provided that the indemnity will not apply to legal liability in respect of:

- a) **Loss or Damage** arising under agreement unless liability would have attached to **You** in the absence of such agreement
- b) **Loss or Damage** to **Premises** for which a tenancy or other agreement stipulates that insurance shall be effected by **You** or on **Your** behalf
- c) the first £250 in respect of **Loss or Damage** caused otherwise than by fire or explosion.

### 2) Defective Premises Act

**We** will indemnify **You** within the terms of this section **Your** legal liability in respect of **Injury Loss or Damage** arising by reason of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of any **Premises** previously owned for purposes pertaining to the **Business** and since disposed of by **You** but indemnity will not apply if **You** are entitled to indemnity under any other insurance.

### 3) Contingent Motor Liability

Notwithstanding Exclusion 5 of this section **Insurers** will indemnify **You** and no-one else for the purpose of this clause against legal liability in respect of **Injury Loss or Damage** arising out of the use in connection with the **Business** of any vehicle not owned or provided by **You**.

The indemnity will not apply to legal liability:

- a) in respect of **Loss or Damage** to any such vehicle or to goods conveyed therein or thereon
- b) in respect of **Injury Loss or Damage** arising while such vehicle is being:
  - i) driven by **You**
  - ii) driven with the general consent of **You** or **Your** representative by any person who to the knowledge of **You** or **Your** representative does not hold a licence to drive a vehicle unless such person has held and is not disqualified from holding such a licence
  - iii) used elsewhere other than within the **Territorial Limits**
- c) in respect of which **You** are entitled to indemnity under any other insurance.

### 4) Overseas Personal Liability

**Insurers** will indemnify **You** and if **You** so request any director partner or **Employee** of **Yours** or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside Great Britain Northern Ireland the Isle of Man or the Channel Islands in connection with the **Business**.

The indemnity will not apply to legal liability:

- a) arising out of the ownership or occupation of land or buildings
- b) in respect of which any person referred to above is entitled to indemnity under any other insurance.

## 5) Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at **Insurer's** request in connection with a claim in respect of which **You** are entitled to indemnity under this section **Insurers** will provide compensation to **You** at the following rates per day for each day on which attendance is required:

- a) any director or partner of **Yours** £500
- b) any **Employee** £500

## 6) Financial Loss Extension

The following Definition applies to this extension in addition to those included in the **Policy** Definitions

**Financial Loss** - monetary loss cost or expense and not occasioned by **Injury Loss or Damage to Property or Pollution and Contamination**.

This section of this **Policy** is extended to indemnify **You** subject to the terms exclusions and conditions of this **Policy** and of its extensions and any endorsement attaching thereto in respect of all sums which **You** shall become legally liable to pay as **Damages** and claimants costs and expenses for accidental **Financial Loss** in connection with the **Business** during the **Period of Insurance**

**Insurer's** maximum liability for all claims for **Financial Loss** arising out of this extension will not exceed the **Limit of Indemnity** shown in the **Schedule** in any one **Period of Insurance**

In addition to any exclusions in this **Policy** the following exclusions shall also apply

**Insurers** shall not be liable for:

- a) the **Excess** shown in the **Schedule**
- b) liability which results from fraud dishonesty insolvency financial default conspiracy conversion deceit intimidation inducement or breach of contract injurious falsehood or passing off or infringement of trademark trade name merchandise mark registered design copyright or patent right or negligent misstatements
- c) any act of libel or slander or defamation
- d) the abandonment or postponement of any exhibition meeting function or other event organised by **You**
- e) liability arising out of the Data Protection Act 1998 and any subsequent legislation or Act
- f) liability suffered as a result of prototype **Products Supplied** which are supplied on an experimental or trial basis
- g) liability suffered as a result of non-delivery incorrect delivery or late delivery of any **Products Supplied** or non-completion or late completion of works or operations by or on **Your** behalf
- h) liability arising solely from the failure or unsuitability of any **Products Supplied** where such failure or unsuitability is directly or indirectly traceable to any defect in the design formula specification or quality assurance system of such goods
- i) loss of money or for refunds securities and electronic data
- j) **Financial Loss** sustained outside Great Britain Northern Ireland the Isle of Man or the Channel Islands in respect of:
  - i) any judgment award payment or settlement made in any country or territory outside the countries specified in j) above

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- ii) any order made anywhere in the world to enforce such judgment award payment or settlement either in whole or in part.

#### 7) **Cross Liabilities**

If more than one **Insured** is referred to in the **Schedule** this insurance shall apply to each one as if a separate **Policy** had been issued to each provided that the total amount of indemnity payable to all parties in respect of **Damages** shall not exceed the **Limit of Indemnity**.

#### 8) **Data Protection Act**

**Insurers** will indemnify **You** against liability at law incurred by **You** under Section 13 of the Data Protection Act 1998 or subsequent legislation or Act in connection with personal data as defined in the said Act held by **You**. Provided always that **Insurers** shall not be liable for:

- a) the payment of fines and penalties
- b) the cost of replacing reinstating rectifying or erasing any personal data.

## Section 2 – Conditions

### 1) Discharge of Liability Condition

**Insurers** may pay the **Limit of Indemnity** or any lesser sum for which any claim or claims against **You** can be settled and they shall be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.

### 2) Heat and Fire Precautions Condition

It is a condition precedent to liability under this section that in respect of use away from **Your Premises** of blow lamps blow torches flame guns hot air guns electric oxy-acetylene or other welding or cutting equipment and angle grinders (in circumstances where sparks are emitted) the undernoted precautions will be complied with on each occasion

#### Blow lamps blow torches flame guns and hot air guns

- i) the area in which work is to be carried out to be examined and combustible property within the vicinity of the work either removed or as far as practicable covered by non-combustible materials
- ii) suitable fire extinguishing appliances to be kept available for immediate use at the point of work or as near as is practicable
- iii) blow lamps blow torches and flame guns not to be lighted until required for use and extinguished immediately after use
- iv) lighted blow lamps blow torches and flame guns not to be left unattended
- v) hot air guns to be switched off when unattended
- vi) upon completion of each period of work a thorough fire safety check to be made of all areas referred to in paragraph i) above. The fire safety check to be undertaken at regular intervals for a period of at least one hour after completion.

#### Electric oxy-acetylene or other welding or cutting equipment and angle grinders

- i) the area in which the work to be carried out including adjoining shafts or openings and the area on the other side of any wall or partition to be inspected to see whether any combustible property other than the property to be worked upon is in danger of ignition either directly or by conduction of heat
- ii) all combustible property to be removed to a distance of not less than 6 metres from the point of work and property which cannot be moved to be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection
- iii) **You** shall arrange for a person who is competent in the use of fire extinguishing appliances to work in conjunction with the operative using the equipment to act as a firewatcher and to remain in attendance at all times until lighted flame equipment is extinguished
- iv) suitable fire extinguishing appliances to be made available for immediate use at the point of work
- v) gas cylinders not in use to be kept outside the building in which the work is taking place where practicable but in any event at least 15 metres from the point of application of the heat
- vi) upon completion of each period of work a thorough fire safety check to be made of all areas referred to in paragraph i) above. The fire safety check to be undertaken at regular intervals for a period of at least one hour after completion.

## Section 3 - Employers Liability

Your **Schedule** will show if this section is insured.

### Indemnity

**Insurers** agree to indemnify **You** against all sums that **You** become legally liable to pay as **Damages** together with costs and expenses shown below in respect of **Injury** sustained within the **Territorial Limits** during the **Period of Insurance** by any **Employee** arising out and in the course of their employment by **You** in connection with the **Business**.

### Limit of Indemnity

**Insurer's** liability under this section for **Damages** costs and expenses payable in respect of any one claim or series of claims against **You** arising out of one event shall not exceed the **Limit of Indemnity** stated in the **Schedule**.

Costs and expenses shall be deemed to mean:

- 1) costs and expenses of claimants for which **You** are legally liable
- 2) other costs and expenses incurred with **Insurer's** written consent in respect of any claim which may be the subject of indemnity under this section
- 3) solicitors' fees incurred with **Insurer's** written consent for
  - a) defence in any Court of Summary Jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory duty resulting in **Injury**
  - b) representation at a Coroners' Court or Fatal Accident Inquiry in respect of any death

which may be the subject of indemnity under this section.

- 4) **Insurers** will indemnify **You** and if **You** so request any partner director or **Employee** of **Yours** in the terms of this section in respect of costs and expenses incurred with **Insurers** written consent up to the amount stated in the **Schedule** as the **Limit of Indemnity** in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health & Safety at Work etc. Act 1974 or Health and Safety at Work (Northern Ireland) Order 1978 alleged to have been committed during the **Period of Insurance** in connection with the **Business** provided that the proceedings relate to the health safety or welfare of **Employees**.

**Insurers** will not indemnify:

- a) any fines or penalties of any kind
- b) costs and expenses insured by any other policy or insurance.

### Right of Recovery

This section is deemed to be in accordance with the provision of any law relating to compulsory insurance of liability to **Employees** in Great Britain Northern Ireland the Isle of Man or the Channel Islands but **You** shall repay to **Insurers** all sums paid by them which they would not have been liable to pay but for the provisions of such law.

## Section 3 – Exclusions

**Insurers** will not indemnify **You**:

**1) Radioactive Contamination**

in respect of any liability of any principal or any liability assumed by **You** under agreement and which would not have attached in the absence of such agreement of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**2) Vehicles**

in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act legislation.

**3) Employees Abroad**

in respect of **Injury** to any **Employee** not ordinarily resident in Great Britain Northern Ireland the Isle of Man or the Channel Islands employed to work solely outside these countries.

**4) War and Terrorism**

in respect of war and **Terrorism** except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in which case **Insurer's** liability under this section for **Damages** costs and expenses (including all **Defence Costs**) payable in respect of any one claim against **You** or series of claims against **You** arising out of one event shall not exceed the **Limit of Indemnity** shown in the **Schedule**.

**5) Fines and Penalties**

for any award of fines penalties or liquidated damages in any form whatsoever.

**6) Manual Work Away Exclusion – United States of America or Canada**

in respect of any manual work undertaken within the United States of America or Canada.



## 7) **Asbestos**

in respect of liability for any **Injury Loss or Damage** cost or expense directly or indirectly arising out of or resulting as a consequence of or related to the manufacture mining processing distribution testing remediation removal storage disposal transportation sale or use of **Asbestos** or materials or products containing **Asbestos** whether or not there is another cause of **Injury, Loss or Damage** which may have contributed concurrently or in any sequence to a **Injury, Loss or Damage** other than in respect of accidental discovery of such materials known or suspected to be Notifiable **Asbestos** provided always that:

- a) immediately upon discovery all handling removal stripping out demolition storage transportation or disposal of that which is suspected to be Notifiable **Asbestos** ceases until the composition of all such materials is established
- b) any subsequent handling removal stripping out demolition storage transportation or disposal of Notifiable **Asbestos** is carried out by a HSE licensed contractor on terms which indemnify **You** for all liability arising out of such work
- c) **Insurer's** liability to pay **Damages** (including all **Defence Costs**) shall not exceed the **Limit of Indemnity** shown in the **Schedule** in respect of any one occurrence or series of occurrences arising out of one originating cause.

## Section 3 – Extensions

### 1) Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at **Insurer's** request in connection with a claim in respect of which **You** are entitled to indemnity under this section **Insurers** will provide compensation to **You** at the following rates per day for each day on which attendance is required:-

- a) any director or partner of **Yours** £500
- b) any **Employee** £500

### 2) Unsatisfied Court Judgements

In the event of **Injury** to an **Employee** sustained during the **Period of Insurance** and arising out of and in the course of their employment by **You** in connection with the **Business** which results in a judgement for **Damages** being obtained by such **Employee** or their personal representatives and which remains unsatisfied in whole or part six months after the date of such judgement, **Insurers** will at **Your** request pay to the **Employee** or their personal representatives the amount of any such **Damages** and any awarded costs to the extent that they remain unsatisfied provided that the judgement for **Damages** is obtained:

- a) in a court of law within Great Britain Northern Ireland the Isle of Man or the Channel Islands
- b) against a company partnership or individual (other than **You**) conducting a business at or from premises within the territories described in a) above
- c) there is no appeal outstanding.

If any payment is made under this section the **Employee** or their personal representatives shall assign the judgement to **Insurers**.

## General Extensions to Sections 2 and 3

### 1) Manslaughter Costs Extension

The indemnity under this **Policy** extends to include:

- a) legal costs and expenses incurred by **You** or any person entitled to indemnity with **Insurer's** prior written consent in:
  - i) the course of the investigation leading to the offence of;
  - ii) defending **You** against criminal proceedings in connection with a charge of;
  - iii) an appeal against any conviction resulting from a prosecution for;manslaughter corporate manslaughter or corporate homicide as a result of any death happening during the **Period of Insurance** which may be the subject of indemnity under **Your Policy**
- b) prosecution costs awarded against **You** or any person entitled to indemnity as a result of any conviction for such an offence.

Provided always that:

- c) the maximum amount payable under this extension shall not exceed the **Limit of Indemnity** shown in the **Schedule** during any one **Period of Insurance**.
- d) **Insurers** will not be liable to make any payment under this extension in respect of:
  - i) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by **Insurers**
  - ii) fines or penalties or the cost of implementing any remedial order or publicity order
  - iii) an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
  - iv) an appeal against any fine or penalty remedial order or publicity order
  - v) costs incurred as a result of the failure to comply with any remedial order or publicity order
  - vi) costs and expenses insured by any other policy
  - vii) any investigation or prosecution brought other than under the laws of Great Britain Northern Ireland the Isle of Man or the Channel Islands.

### 2) Additional Persons Insured

- a) In the event of the death of any person entitled to indemnity under this **Policy** **Insurers** will indemnify in the terms of this **Policy** the deceased's legal personal representatives but only in respect of liability incurred by such deceased person.
- b) At **Your** request **Insurers** will indemnify in the terms of this **Policy**:
  - i) any principal in respect of liability arising out of the performance by **You** of any agreement entered into by **You** with the principal to the extent required by such agreement
  - ii) any director or **Employee** of **Yours** in respect of liability arising in connection with the **Business**provided that **You** would have been entitled to indemnity under the **Policy** if the claim had been made against **You**.

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- c) At **Your** request **Insurers** will indemnify in the terms of this **Policy**:
- i) any officer committee or member of **Your** canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
  - ii) any director or senior official of **Yours** in respect of private work undertaken by any **Employee** for such director or senior official.

Provided that:

- i) each person shall as though he were **You** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply
- ii) **Insurers** shall retain the sole conduct and control of all claims
- iii) where **Insurers** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of **Damages** shall not exceed the applicable **Limit of Indemnity**.

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## Section 4 – Personal Accident for Directors, Principals and Partners

Your **Schedule** will show if this section is insured.

We will pay the **Insured Person**, or in the event of death their personal representatives, in accordance with the benefits shown in **Your Schedule**, if during the **Period of Insurance** any **Insured Person** sustains an **Identifiable Injury** whilst undertaking duties in connection with the **Business**.

### Maximum benefits

Benefit payable under this section will not exceed the amounts shown in **Your Schedule** for each **Insured Person**.

### Payment of benefits

We will only pay under one of the benefits shown in **Your Schedule** as a result of one **Sudden Accident**.

## Section 4 – Exclusions

This Section does not cover any **Injury Loss or Damage** directly or indirectly caused by or arising from

**1) Armed forces exclusion**

the **Insured Person** engaging in or taking part in armed forces service or operations.

**2) Chemical Weapon exclusion**

the actual or threatened malicious use of pathogenic or poisonous, biological or chemical materials.

**3) Criminal act exclusion**

the **Insured Person's** own criminal act.

**4) Deliberate act exclusion**

the **Insured Person's** deliberate exposure to exceptional danger (except in an attempt to save human life).

**5) Drugs and alcohol exclusion**

the **Insured Person** being under the influence of alcohol or drugs, not prescribed by a qualified medical practitioner.

**6) Flying exclusion**

the **Insured Person** engaging in flying of any kind other than as a passenger.

**7) Hazardous pastimes exclusion**

**Hazardous Pastimes.**

**8) Pre-existing condition exclusion**

- a) any existing condition or chronic or recurring disease or disorder, or
- b) any other condition about which the **Insured Person** knew about and has
  - i) sought advice, diagnosis, treatment or counselling
  - ii) become aware, or should reasonably have been aware
  - iii) been treated in the 24 months immediately prior to **Inception**.

**9) Suicide and insanity exclusion**

the **Insured Person's** suicide, attempted suicide or intentional self-identifiable **Injury**, or the **Insured Person** being in a state of insanity.

**10) War risk exclusion**

- a) or happening through war, invasion, act of foreign enemy hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection or military or usurped power
- b) confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

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## Section 4 – Conditions

### 1) Assignment condition.

This section is not assignable. Payment of any benefits under this section shall be made to the **Insured Person** (or their legal representatives) and their receipt shall be a discharge to **Us**.

### 2) Change in circumstances condition

**You** must tell **Us** as soon as **You** become aware of any **Identifiable Injury**, disability or other condition where the **Insured Person** has become affected.

If **You** do not comply with this condition **You** will not be covered and **We** will not pay **Your** claim.

### 3) Claims evidence condition

- a) The **Insured Person** must as early as possible seek the attention of a qualified medical practitioner in the event of **Identifiable Injury** which causes or may cause a claim and all certificates, information and evidence required by **Us** in connection with such **Identifiable Injury** are to be provided at the **Insured Persons** expense.
- b) All medical records, notes and correspondence in connection with a claim or a related pre-existing condition must be made available on request to any medical adviser appointed by **Us** and that medical adviser is to be allowed to examine the **Insured Person** as often as necessary.
- c) If the **Insured Person** dies **We** will be entitled to have a post mortem examination at **Our** expense.

If **You** do not comply with this condition **You** will not be covered and **We** will not pay **Your** claim.

# General Conditions of the Policy

There are additional conditions under each section of cover.

## 1) Reasonable Precautions

**You** shall

- a) take all reasonable precautions to minimise **Injury Loss or Damage** and to prevent occurrences including the maintenance of security precautions which may give rise to a claim under this **Policy**
- b) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority
- c) immediately make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require
- d) take reasonable care when employing drivers or selecting **Sub-Contractors**
- e) ensure that all rights against **Sub-Contractors** bailees or other third parties are properly preserved and exercised.

## 2) Notification of Claims

In the event of any occurrence which may give rise to a claim under this **Policy** **You** shall immediately:

- a) give written notice with full particulars to **Insurers** including supporting documents and proofs
- b) forward to **Insurers** upon receipt every letter claim writ summons or process
- c) notify **Insurers** of any knowledge of any impending prosecution inquest fatal accident or ministry enquiry.

Notification of any of the above should be to:

### In respect of Sections 1 and 4

AXA Insurance UK plc  
AXA House  
Parklands  
Lostock  
Bolton  
BL6 4SD  
Tel: 0370 9000 867 – Option 2 (Commercial Property Claims)  
Email: [lpclaims@axa-insurance.co.uk](mailto:lpclaims@axa-insurance.co.uk)

### In respect of Sections 2 and 3

Woodgate and Clark Ltd  
42 Kings Hill Avenue  
Kings Hill  
West Malling  
Kent  
ME19 2AJ  
Tel: 01732 520273 or 01732 520270 outside office hours  
Email: [newclaim@woodgate-clark.co.uk](mailto:newclaim@woodgate-clark.co.uk)

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### 3) Claims Control

- a) No admission offer promise payment or indemnity shall be made or given by **You** or on **Your** behalf without **Insurer's** written consent
- b) **Insurers** shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name at **Insurer's** own expense and for their benefit any claim for indemnity or **Damages** or otherwise
- c) **Insurers** shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- d) **You** shall give all information and assistance that **Insurers** may require
- e) **You** agree to keep accurate books and records of all figures provided and permit **Insurers** or anyone appointed by them to inspect **Your** books and records at any time insofar as they relate to this insurance.

### 4) Other Insurances

**Insurers** will not indemnify **You** in respect of liability which is insured by or would but for the existence of this **Policy** be insured by any other policy except in respect of any excess beyond the amount payable under such other policy or which would have been payable under such other policy had this insurance not been effected.

### 5) Cancellation and Cooling Off Period

#### a) Your Right to Cancel during the Cooling Off Period

**You** are entitled to cancel this **Policy** by notifying **Us** within fourteen (14) days of either:

- i). the date **You** receive this **Policy**; or
- ii). the start of **Your Period of Insurance**;

whichever is the later.

A full refund of any premium paid will be made unless **You** have made a claim in which case the full annual premium is due.

#### b) Your Right to Cancel after the Cooling Off Period

**You** are entitled to cancel this **Policy** after the cooling off period by notifying **Us** in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force unless **You** have made a claim in which case the full annual premium is due.

#### c) Our Right to Cancel

**We** are entitled to cancel this **Policy**, if there is a valid reason to do so, including for example:

- i). any failure by **You** to pay the premium; or
- ii). a change in risk which means **We** can no longer provide **You** with insurance cover; or
- iii). non-cooperation or failure to supply any information or documentation **We** request, such as details of a claim;

by giving **You** thirty (30) days' notice in writing.

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Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force unless **You** have made a claim in which case the full annual premium is due

#### 6) **Law and Jurisdiction**

The parties are free to choose the law applicable to this **policy**. Unless specifically agreed to the contrary, this **policy** shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

#### 7) **Fraud and Dishonest Acts**

If **You**, or anyone acting on **Your** behalf, make a fraudulent or fraudulently exaggerated claim under this insurance, or otherwise seek dishonestly to deceive **Underwriters** or **Insurers** during the course of any claim, **Insurers**:

1. will not be liable to pay the claim and
2. may recover from **You** any sums paid by **Insurers** to **You** in respect of the claim and
3. may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent or dishonest act.

If **Insurers** exercise their rights under 3 above **Insurers**:

1. shall not be liable to **You** for any relevant event which occurs after the time of the fraudulent or dishonest act. A relevant event is whatever gives rise to **Insurer's** liability under this **Policy** (for example – if a loss is incurred or **You** make a claim or if **Insurers** are notified of circumstances which may give rise to a claim) and
2. need not return any premium paid.

#### 8) **Contracts (Rights of Third Parties) Act 1999 Clarification Clause**

A person who is not a party to this contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

#### 9) **Asbestos Clause**

It is a condition precedent to any liability on **Insurers** part under this **Policy** that **You** do not manufacture mine process distribute test remediate remove store dispose sell or use **Asbestos** or materials or products containing **Asbestos**.

#### 10) **Data Protection Act**

It is understood by **You** that any information provided to **Underwriters** or **Insurers** will be processed by **Underwriters** and **Insurers** in compliance with the provisions of the Data Protection Act 1998 or any subsequent legislation or Act for the purpose of providing insurance and handling claims if any which may necessitate providing such information to third parties.

## 11) Sanctions

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

## 12) Several Liability

The subscribing insurer(s) obligations under policies to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions.

The subscribing insurer(s) are not responsible for the subscription of any co-subscribing insurer(s) or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

The proportion of liability under this contract underwritten by an insurer (or in the case of a Lloyd's syndicate the total of the proportions underwritten by all the members of the syndicate taken together) is shown in the **Schedule**.

In the case of a Lloyd's syndicate each member of the syndicate (rather than the syndicate itself) is a company. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this **Policy**.

Provided always that this **Policy** insures only such sections and sum insured items as are so specified in the **Schedule** as operative.

## 13) Excess Clause

You will bear the amount of any **Excess** stated in this **Policy** or **Schedule** and any amount or amounts will be payable by **You** before **Insurers** will be liable to make any payment.



**[www.victorinsurance.co.uk](http://www.victorinsurance.co.uk)**

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