



# HAULAGE SOLUTIONS

Policy





## Haulage Solutions

This policy is a contract between You and Us.

This policy and any Schedule and/or endorsements should be read as if they are one document.

Our acceptance of this risk is based on the information presented to Us being a fair presentation of Your business including any unusual or special circumstances which increase the risk and any particular concerns which have led You to seek insurance.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment there to.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

We will provide the insurance described in this policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which You shall pay and We shall agree to accept the premium.

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## Definitions

The following expressions shall have the meanings set out below wherever they appear in this policy, the Schedule and any endorsements.

### Attended

Under Constant Surveillance or loaded upon a Vehicle which is occupied by You, an Employee, a Subcontractor or Subcontractor's employee

### Authorities

Any central or local government or agency of such government

### BIFA

The edition of the British International Freight Association Standard Trading Conditions shown in the Schedule or any earlier edition

### British Isles

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, the off-shore islands and the Republic of Ireland

### Cargo

Goods and/or merchandise (but not Containers and/or Trailers) in Your or any Subcontractor's care, custody or control for reward for the purposes of Road Transport

### CMR

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

### Consequential Loss

Business interruption, increased cost of working, loss of production, loss of profits, loss of market and/or any other type of indirect or financial loss

### Container

Any demountable carrying unit (including any ISO container, tank container or flat rack)

### Employee

Any:

- A) person under a contract of service or apprenticeship with You or
- B) self employed person providing You with labour only or
- C) person hired to or borrowed by You (including those supplied by employment agencies on a temporary basis)

### Europe (Category A Countries)

Andorra, Austria, Belgium, British Isles, Denmark, France, Germany, Gibraltar, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, San Marino, Spain, Sweden and Switzerland

### Europe (Category B Countries)

Europe (Category A Countries) plus Albania, Bosnia Herzegovina, Bulgaria, Croatia, the Czech Republic, Estonia, Finland, Former Yugoslav Republic of Macedonia, Greece, Hungary, Kosovo, Latvia, Lithuania, Montenegro, Poland, Romania, Serbia, Slovakia, Slovenia, and Turkey (west of the Bosphorus only)

### Event

Any one occurrence or all occurrences of a series consequent upon or attributable to one originating cause

### Excess

The amount for which You are responsible for each and every claim arising out of any one Event

### Excluded Goods

- A) Money, securities for money, negotiable instruments, savings stamps, unused postage stamps and/or anything of a similar nature
- B) Living creatures other than Livestock or poultry
- C) Precious metals and/or precious stones

### FTA

The edition of the Freight Transport Association Conditions for the Carriage of Goods by Road in the United Kingdom shown in the Schedule or any earlier edition

### Full Responsibility

Any contract for Road Transport (other than a contract which is subject to CMR) where You:

- A) do not use contract conditions and do not wish to restrict Your liability for loss or damage to common law or
- B) use contract conditions but do not wish to restrict Your liability for loss or damage by application of their terms

### Geographical Limits

The geographical limits shown in the Schedule

### Incorrectly Received Goods

Goods and/or merchandise (but not Containers and/or Trailers) in Your care, custody or control having been mistakenly identified by You or any Employee as Cargo

### Insured Contracts

The contract conditions (including CMR and/or any other conventions which You have agreed with Your Customer and which would not have applied in the absence of such agreement) shown as covered in the Schedule

### Insured Conventions

The conventions shown as covered in the Schedule

### Insured Trailers

- A) Trailers owned by or hired, leased or loaned to You
- B) Other Trailers which You have been instructed to insure or for which You have contracted to provide indemnity or accept responsibility

provided that Insured Trailers are shown as covered in the Schedule

### Legal Costs

Any costs awarded against You or otherwise payable by You to other parties and Your legal fees, costs and expenses but only:

- A) in respect of that part of any dispute agreed by Us to be covered by this policy and
- B) where We have exercised Our option under Claims condition 5 to take over and conduct in Your name investigation, negotiation, settlement of and litigation in respect of the claim

### Livestock

Horses, ponies, donkeys, mules, cattle, sheep, goats, pigs and/or deer

### Mis-delivery

Failure to deliver Cargo in accordance with Your Customers' proper instructions by reason of any negligent:

- A) act and/or
- B) error and/or
- C) omission

by You, any Employee and/or Subcontractor

### Own Goods

Goods, equipment and/or merchandise owned by or hired, leased or loaned to You and appertaining to Your business as a road haulier

### Period of Insurance

The period of insurance shown in the Schedule being United Kingdom local time

### Pollutant

Any solid, liquid, gaseous or thermal irritant or contaminant (including smoke, vapour, soot, dust, fumes, acids, alkalis, petroleum substance or derivative, chemicals and waste. The expression "waste" includes materials to be recycled, reconditioned or reclaimed)

### RHA

The edition of the Road Haulage Association Limited Conditions of Carriage shown in the Schedule or any earlier edition

### Recorded Information

Documents, business and/or personal records and/or similar information represented or stored upon or within paper, optical, electronic and/or other storage media

### Road Transport

The carriage of Cargo by Vehicles shown as covered in the Schedule, including loading, unloading and incidental transshipment and/or temporary storage (whether on or off the Vehicle) during the ordinary course of transit between the collection and delivery addresses specified in the contract of carriage

### Schedule

The document headed "Schedule" issued by Us

### Section Limit

The maximum amount We will pay under each Section of this policy for any claim or series of claims arising out of any one Event

### Specified Contracts

Contracts agreed between You and Your Customers and shown as covered in the Schedule

### Sub-limit

The maximum amount We will pay:

- A) for any claim or series of claims arising out of any one Event or
- B) in total for the Period of Insurance where the Sub-limit is shown as "in the aggregate"

Sub-limits are inner limits contained within the Section Limit

### Subcontractor

Any party (other than an Employee) contracted to undertake or arrange Road Transport on Your behalf (including successive carriers)

### Terrorism

Any act including the use of force or violence or the threat thereof, by any person or group of persons (whether acting alone or on behalf of or in connection with any organisation or government) committed for political, religious, ideological or similar purposes (including the intention to influence any government or to put the public or any section of the public in fear)

### Thief Attractive Cargo

- A) Bottled perfumery
- B) Bottled spirits
- C) Clothing and/or footwear
- D) Non-ferrous metals
- E) Processed tobacco and/or tobacco products
- F) Articles made of or containing precious metals and/or precious stones
- G) Watches
- H) Computer equipment, mobile telephones, smartphones, electronic organisers and/or similar equipment, associated software and/or electrical and/or electronic accessories and/or printer cartridges
- I) Electrical and/or electronic equipment designed for recording, displaying and/or playing sound and/or images; portable satellite navigation equipment; electronic games consoles; electrical and/or electronic accessories and/or associated pre-recorded and/or pre-programmed media
- J) Microchips, microprocessors, central processing units, memory modules, motherboards, expansion boards and/or hi-tech components of a similar nature

### **Third Party Equipment**

- A) Trailers in Your or any Subcontractor's care, custody or control for the purposes of Road Transport; but not Trailers owned by or hired, leased or loaned to You or for which You have been instructed to insure or for which You have contracted to provide indemnity or accept responsibility
- B) Containers in Your or any Subcontractor's care, custody or control for the purposes of Road Transport; but not Containers owned by or hired, leased or loaned to You

### **Trailer**

Any trailer, semi-trailer, chassis or similar goods carrying road unit designed to be towed by a commercial road vehicle

### **Turnover**

The total charges paid or payable to You for provision of Road Transport (including amounts paid or payable to Subcontractors engaged by You), but excluding customs duty, value added tax or similar charges imposed by Authorities

### **Under Constant Surveillance**

Where You, any Employee, Subcontractor, Subcontractor's employee, or professional security guard have the Cargo (or any Vehicle on which it is loaded) under constant observation and at the same time have a reasonable prospect of preventing any unauthorised interference with the Cargo and/or Vehicle

### **Vehicle**

Any motor vehicle (other than a motorcycle), motor vehicle and attached Trailer, or detached Trailer used for Road Transport

### **Vehicles of Subcontractors**

Any Vehicle used by a Subcontractor irrespective of whether the Subcontractor owns the Vehicle

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

RSA Insurance Ireland DAC

### **You/Your**

The Insured shown in the Schedule

### **Your Customer**

The party contracting You to perform Road Transport

# Section 1 Cargo Liability and Extensions

## Cover

You are covered to the extent provided by this policy:

### 1 Loss or damage

for Your liability under:

- A) the Insured Contract under which You contracted with Your Customer or
- B) any Insured Convention

for physical loss of or damage to Cargo occurring during Road Transport within the Geographical Limits during the Period of Insurance.

### 2 Mis-delivery

for Your liability under:

- A) the Insured Contract under which You contracted with Your Customer or
- B) any Insured Convention

for physical loss of or damage to Cargo following Mis-delivery occurring within the Geographical Limits provided that:

- 1) both the Mis-delivery and the physical loss or damage occur during the Period of Insurance.
- 2) for the purposes of this Cover only, the expression "physical loss of or damage to Cargo" includes Cargo which is not physically lost but where the owner is permanently deprived of its use as a direct result of Mis-delivery.

This cover is subject to a Sub-limit of £250,000 in the aggregate.

### 3 Consequential Loss and accidental delay

for Your liability under:

- A) the Insured Contract under which You contracted with Your Customer or
- B) any Insured Convention

for Consequential Loss arising from:

- 1) loss or damage as described in Cover 1 (Loss or damage) or Cover 2 (Mis-delivery) provided that Your liability for the loss, damage or Mis-delivery is covered by this Section and We have admitted liability for it under this policy.
- 2) accidental delay in delivering Cargo occurring during the Period of Insurance.

We will not pay more than twice the amount charged by You for the Road Transport of the Cargo lost, damaged, mis-delivered or delayed.

This cover is subject to a Sub-limit of £250,000.

### 4 Contract conditions set aside

for Your liability under Covers 1 (Loss or damage), 2 (Mis-delivery) and 3 (Consequential Loss and accidental delay) where You are not legally entitled to rely on all or any part of any defence or limitation of liability in the Insured Contract under which You contracted with Your Customer.

### 5 Non- incorporation of Insured Contracts

for Your liability at British common law under Covers 1 (Loss or damage), 2 (Mis-delivery) and 3 (Consequential Loss and accidental delay) if:

- A) You failed to incorporate an Insured Contract into the contract for Road Transport with Your Customer and
- B) no Insured Convention applied by law

provided that:

- 1) You had an effective system in continuous use throughout the Period of Insurance to contract with Your Customers under such contracts and
- 2) the failure was the direct result of an isolated error or omission by You or any Employee.

Where You did not have such a system in continuous use or You contracted on terms other than an Insured Contract, You are still covered but only to the extent that liability would have attached under the current edition of the Road Haulage Association Limited Conditions of Carriage or the Insured Contract considered by Us to be the most appropriate.

### 6 Redirection costs

for reasonable additional freight costs incurred by You in redirecting Cargo that has been misdirected as the result of an error committed by You, any Employee, any Subcontractor or any Subcontractor's employee during the Period of Insurance.

You are not covered for extra costs incurred by You for use of any expedited method of redirecting the Cargo unless agreed by Us beforehand.

This cover is subject to a Sub-limit of £5,000 in the aggregate.

### 7 Third Party Equipment

for Your liability for physical loss of or damage to Third Party Equipment occurring within the Geographical Limits during the Period of Insurance.

This cover is subject to a Sub-limit of £75,000 in the aggregate.

### 8 Own Goods

for:

- A) physical loss of or damage to Own Goods occurring whilst being loaded upon, carried by or unloaded from any Vehicle owned or operated by You and shown as covered in the Schedule
- B) Your liability for contribution to general average and salvage charges incurred in respect of such goods

within the Geographical Limits during the Period of Insurance.

This cover is subject to a Sub-limit of £10,000 any one Vehicle.

## 9 Drivers' personal effects

if You request that We indemnify the driver of any Vehicle owned or operated by You and shown as covered in the Schedule for physical loss of or damage to clothing and personal effects occurring whilst contained in any such Vehicle within the Geographical Limits during any Period of Insurance whilst the driver is engaged in business on Your behalf.

We will not pay claims for:

- A) loss or damage caused by or arising from wear and tear.
- B) any items referred to in the general definition of Excluded Goods, Recorded Information, or items E) to J) of Thief Attractive Cargo.

This cover is subject to a Sub-limit of £750.

## 10 Transhipment and removal costs

for reasonable costs incurred by You following damage to Cargo, Own Goods and/or Third Party Equipment for which We have admitted liability under this Section of the policy or an accident to any Vehicle shown as covered in the Schedule occurring within the Geographical Limits during the Period of Insurance for:

- A) transhipment and/or recovery of Cargo, Own Goods and/or Third Party Equipment and/or
- B) removal and/or clearance of damaged Cargo, Own Goods and/or Third Party Equipment from the site of the accident and/or
- C) disposal of damaged Cargo, Own Goods and/or Third Party Equipment

provided that the damage to Own Goods and/or Your liability for the damage to the Cargo and/or Third Party Equipment is covered under this Section and We have admitted liability under this policy for such damage.

This cover is subject to a Sub-limit of £25,000.

## 11 Recorded Information

for Your liability under:

- A) the Insured Contract under which You contracted with Your Customer or
- B) any Insured Convention

for physical loss of or damage to Recorded Information during Road Transport occurring within the Geographical Limits during the Period of Insurance.

This cover is subject to a Sub-limit of:

- 1) £10,000 any one Event
- 2) £50,000 in the aggregate

but We will not pay more than the:

- A) replacement cost of the medium upon and/or within which such Recorded Information was represented or stored and
- B) clerical and/or administrative cost of copying such Recorded Information on to fresh stationery or other storage medium.

## 12 Livestock and poultry

for Your liability under Full Responsibility for physical loss or death of or injury to Livestock and/or poultry occurring during Road Transport within the British Isles during any Period of Insurance.

This cover is subject to Sub-limits of:

- A) £2,000 any one animal.
- B) £10 any one bird.
- C) £50,000 any one Vehicle.

If at the time of any loss, death or injury Your liability for Livestock and/ or poultry contained in or on any Vehicle exceeds the Sub-limit any one Vehicle You will be considered as being Your own insurer for the difference and shall bear a proportionate share of the claim accordingly.

## 13 Incorrectly Received Goods

for Your liability for physical loss of or damage to Incorrectly Received Goods occurring within the Geographical Limits during the Period of Insurance.

This cover is subject to a Sub-limit of £50,000 in the aggregate.

## 14 Legal Costs

for Legal Costs.

## Optional Extension

### Deterioration

If the Deterioration Extension is shown as covered in the Schedule Exclusion 3 B) does not apply to deterioration of Cargo caused as a direct result of a temperature controlled Vehicle (or temperature controlled Container whilst on a Vehicle) failing to maintain the temperature at which it was set or intended to be set.



## Section 2 Insured Trailers

### Cover

If this Section is shown as covered in the Schedule You are covered to the extent provided by this policy for:

#### 1 Loss or damage

- A) physical loss of or damage to any Insured Trailers owned by You
- B) Your liability for physical loss of or damage to any other Insured Trailers

occurring within the Geographical Limits during the Period of Insurance.

#### 2 Hire charges

either:

- A) normal hire purchase payments due if the Trailer is the subject of a hire purchase agreement or
- B) Your liability for lease or hire charges due to any party from whom the Trailer is hired or leased or
- C) charges paid or payable by You for hiring a replacement Trailer of similar type and gross weight

incurred prior to the repair or replacement of any Insured Trailer You are unable to use as a direct result of physical loss of or damage covered under this Section provided that:

- 1) We have admitted liability for such physical loss or damage under this Section and
- 2) We will not pay more than £500 per week for a maximum period of indemnity of ten weeks for any claim for hire purchase payments or hire or lease charges in respect of any one Event.

#### 3 General average and salvage charges

Your liability for any Insured Trailer's contribution to general average and salvage charges incurred within the Geographical Limits during the Period of Insurance.

#### 4 Removal costs

reasonable costs incurred by You following damage to an Insured Trailer or an accident to the towing Vehicle occurring within the Geographical Limits during the Period of Insurance for:

- A) recovery of the Insured Trailer and/or
- B) removal and/or clearance of the damaged Insured Trailer from the site of the accident and/or
- C) disposal of the damaged Insured Trailer.

This cover is subject to a Sub-limit of £10,000.

#### 5 Legal Costs

Legal Costs.

# Exclusions

You are not covered for any claim:

## 1 Contracts and Conventions

in respect of:

- A) any additional liability arising from any:
  - 1) increase or amendment of the standard financial limits of liability contained in any Insured Contract or Insured Convention (even though the contract or convention permits agreement of such increases or amendments) unless such increase or amendment is shown in the Schedule and/or
  - 2) retrospective change to the contract with Your Customer in respect of any incident occurring prior to the time at which the change was actually agreed (except under Item 2 (Full Responsibility) of the Insured Contracts if shown in the Schedule as covered) and/or
  - 3) other variation or amendment to the Insured Contracts or Insured Conventions.
- B) failure to meet:
  - 1) any agreed collection, delivery or release time or date and/or
  - 2) any service standard.
- C) any performance guarantee or penalty clause.

## 2 Excluded Goods

in respect of Excluded Goods

## 3 Excluded Business Activities

In respect of:

- A) Cargo whilst stored at a rental, or under a contract for storage and distribution, or held awaiting delivery instructions, or held for any other reason at the request of Your Customer or any other party.
- B) household, office, factory or similar removals arranged or undertaken by You.
- C) Recorded Information except as provided for in Cover 11 (Recorded Information) of Section 1 (Cargo Liability and Extensions).
- D) Livestock and/or poultry except as provided for in Cover 12 (Livestock and poultry) of Section 1 (Cargo Liability and Extensions).
- E) Cargo whilst being driven under its own motive power except whilst being loaded onto or off-loaded from any Vehicle.

For the purposes of this exclusion 2 E) loading commences when the wheels or tracks of the Cargo or Own Goods touch the ramp of the conveying Vehicle and unloading ceases when the wheels or tracks leave the ramp of the conveying Vehicle.

- F) Cargo or Own Goods being towed other than on a Trailer.
- G) property other than Cargo, Own Goods, Insured Trailers and/or Third Party Equipment.

## 4 Excluded perils

for:

- A) inherent vice.
- B) deterioration of Cargo unless caused by fire, theft, attempted theft or as a direct result of the collision or overturning of the conveying Vehicle.
- C) hardening of tarmac, concrete or Cargo of a similar nature.
- D) liability or costs arising from the emission, discharge, dispersal, release or escape of any Pollutant into or upon land, sea, the atmosphere, any watercourse or body of water (including: soil, sub-soil, sub-surface, coastal waters, surface water, lake, river or sea water, international waters or ground water).

## 5 Subcontractors

In respect of:

- A) Cargo Insured Trailers and/or Third Party Equipment in the care, custody or control of Subcontractors unless:
  - 1) The respective section and
  - 2) Vehicles of Subcontractors
 are shown in the Schedule as covered
- B) Cargo entrusted to any Subcontractor unless they have agreed in writing to accept no less liability than You have for such Cargo.

This exclusion does not apply to any Subcontractor when acting as a shipping line, airline, port, terminal or railway operator.

## 6 Lien

for liability caused by or arising from the exercise by You (or on Your behalf) of a lien whether contractual or otherwise.

## 7 Failure to collect payment

for failure to collect payment for Cargo.

## 8 Replacement exceeding manufacturing cost

in respect of cards (including credit, charge, debit cards and items in similar form), vouchers, tokens or similar items entitling the holder to receipt of services, money or goods; tax or duty stamps, tickets, scratch cards or similar items for more than the manufacturing cost of any such item.

## 9 Death or injury

for death of, injury to or disease or illness of any person.

## 10 Misconduct

caused by or arising from any reckless or wilful misconduct by You and/or any of Your directors or partners.

## 11 War and radioactivity

caused by, or contributed to by, or arising from:

- A) war, invasion, Terrorism, act of foreign enemy, hostilities (whether war be declared or not), military or usurped power, revolution, rebellion, insurrection or civil war.
- B) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- C) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- D) the radioactive, toxic, explosive or other hazardous or contaminating properties of any:
  - 1) nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
  - 2) radioactive matter, but not radioactive isotopes, other than nuclear fuel, when such isotopes are carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- E) any chemical, biological, bio-chemical or electromagnetic weapon.

## 12 Authorities

- A) caused by, or contributed to by, or arising from destruction, damage, confiscation, seizure, expropriation, nationalisation, detention or requisition by any Authority.
- B) for Your liability to any Authority for duty, taxes, fines and/or penalties.

## 13 Other insurance

that is covered by any other policy (or would but for the existence of this policy be covered under any other policy) except for the difference between the amount payable under such other policy and the amounts payable under this policy.

## 14 Full Responsibility

in respect of Full Responsibility for:

- A) loss or damage caused by or arising as a result of packing which was inadequate to withstand normal handling during transit.
- B) wear, tear or gradual deterioration.
- C) mechanical, electrical and/or electronic breakdown, failure and/or derangement.

## 15 Own goods

in respect of Own Goods:

- A) for loss or damage caused by or arising as a result of packing which was inadequate to withstand normal handling during transit.
- B) for wear, tear and/or gradual deterioration.
- C) for mechanical, electrical and/or electronic breakdown, failure and/ or derangement.

- D) comprising Trailers, Containers, motor vehicles, motor cycles and/ or any items referred to in sub-clauses H) and I) of the general definition of Thief Attractive Cargo.

## 16 Insured Trailers and Third Party Equipment

in respect of:

- A) Insured Trailers and/or Third Party Equipment for:
  - 1) wear, tear and/or gradual deterioration.
  - 2) mechanical, electrical and/or electronic breakdown, failure and/or derangement.
  - 3) damage to tyres by punctures, cuts, bursts and/or the application of brakes.
  - 4) loss or damage caused by or arising from latent defect or defect in design, manufacture or maintenance of the Insured Trailer or Third Party Equipment.
  - 5) seizure, detention or repossession.
  - 6) repatriation and/or repositioning.
- B) any Insured Trailer which You have:
  - 1) leased to any party.
  - 2) loaned or hired to any party other than a Subcontractor for the purposes of Road Transport on Your behalf.
- C) mysterious disappearance and/or unexplained loss of any Insured Trailer loaned or hired out by You.

## 17 Livestock and poultry

In respect of Cover 12 (Livestock and poultry) of Section 1 (Cargo Liability and Extensions) for:

- A) death caused by or arising from natural causes.
- B) Livestock and/or poultry unless in good health, free from injury and fit to travel at the commencement of transit.
- C) Livestock conveyed other than in or on a Vehicle which is specifically constructed for that purpose.
- D) Livestock and/or poultry temporarily housed or stored in the course of transit.

## 18 Recorded Information

in respect of Cover 11 (Recorded Information) for:

- A) loss of or damage to Recorded Information unless caused by physical loss or damage to the storage medium.
- B) the cost of retrieving and/or rebuilding and/or reworking any lost or damaged Recorded Information beyond the cost of copying.

## 19 Sanction Exclusion

to the extent that the provision of such cover would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom.

# General Conditions

## 1 Insurance Act 2015

In respect of any:

- A) duty of disclosure
- B) effect of warranties
- C) effect of acts of fraud

the rights and obligations applying to You and Us shall be interpreted in accordance with the provisions of the Insurance Act 2015.

## 2 Changes to the risk

You must advise Us immediately of any facts or changes which We would take into account in Our assessment or acceptance of this insurance.

If You fail to comply with this Condition all benefit under this policy will be lost, the policy will be invalid and You will not be entitled to a refund of premium.

## 3 Reasonable precautions

You must:

- A) take reasonable precautions to prevent or minimise any loss, damage or liability, or to cease any activity which may give rise to a liability under this policy and to maintain all buildings, furnishings, ways, works, machinery, plant and vehicles in a sound condition.
- B) as soon as reasonably practical after discovery cause any defect or danger to be made good or remedied and in the meantime cause such reasonable additional precautions to be taken as the circumstances may require.

Such actions must be undertaken at Your own expense, other than in respect of:

- 1) reasonable costs incurred by You and/or
- 2) any costs incurred with Our prior written consent to minimise a claim under Section 1 (Cargo Liability and Extensions) which would exceed the applicable Excess.

The Sub-limit applicable to sub-clause 1) is £10,000.

Failure to comply with this Condition will result in a claim being rejected or settlement reduced unless We consider such non-compliance to be immaterial to the loss.

## 4 References

You must take:

- A) reasonable precautions to check that any:
  - 1) Employees engaged by You (other than those supplied to You on a temporary basis by agencies) and
  - 2) Subcontractors contracted by You after inception of this policyare who they say they are and are of good character.
- B) reasonable care in the selection of agencies supplying You with Employees on a temporary basis and/or security

guards and You must not use any such person unless the supplying agency has confirmed that they undertake checks to ensure that any persons supplied are who they say they are and are of good character.

Failure to comply with this Condition will result in a claim being rejected or settlement reduced unless we consider such failure to be immaterial to the claim.

## 5 Amounts payable

The maximum amount We will pay for any claim will be the lesser of any applicable:

- A) Section Limit or
- B) Sub-limit

less the applicable Excess and any applicable co-insurance.

Any amounts payable for Legal Costs will be paid in addition to the applicable Section Limit and/or Sub-limit.

If Your liability for any claim covered by this policy exceeds such Section Limit or Sub-limit then We will not pay more than that proportion of the Legal Costs that Our liability under this policy bears to the total amount (excluding Legal Costs) payable to You.

At Our option We will at any time pay:

- A) the applicable Section Limit or Sub-limit (less any sums already paid) or
- B) any lesser amount for which the claim against You may be settled.

We will then relinquish control of such claim and have no further liability in respect of it except for the Legal Costs incurred prior to the date of such payment.

## 6 Thief Attractive Cargo

The maximum amount We will pay for any claim for theft of Thief Attractive Cargo will be the lesser of:

- A) £75,000 any one Event increased to £250,000 any one Event in respect of Cargo carried in a sealed Container or as part of a groupage load provided that You can prove to Our satisfaction that prior to the theft neither You nor any Employee had any reason to believe that the stolen Cargo was Thief Attractive Cargo or
- B) any applicable Section Limit or
- C) any applicable Sub-limit

less the applicable Excess and any applicable co-insurance.

## 7 Declaration of Turnover

If the Schedule contains a premium adjustment clause:

- A) at the expiry of each Period of Insurance You must promptly supply Us with accurate declarations of Your actual Turnover during the period for the categories shown in it.
- B) the premium will be adjusted at the rate or rates shown, subject to Our retaining the specified minimum premium for the period.

If You fail to supply the necessary declarations within three months of the expiry of the Period of Insurance We will at

Our option charge a provisional adjustment premium. Such premium will be calculated on the greater of:

- 1) 10% of the adjusted premium for the expiring period or
- 2) the additional premium that would have been earned by applying the expiring rates to the estimate for the subsequent period.

If requested by Us declarations of Turnover must be certified by Your accountants.

## 8 Vehicles covered

If the Schedule:

- A) specifies the number of Vehicles owned or operated by You and at the time of any Event giving rise to a claim under this policy You own or operate more Vehicles than shown We will not pay more than the proportion of the claim that the number of Vehicles specified bears to the actual number of Vehicles owned or operated by You
- B) also shows the gross vehicle weights for the Vehicles specified and You own or operate larger Vehicles than shown We will not pay more than the proportion of the claim that the total of the gross vehicle weights for the Vehicles specified bears to the total of the gross vehicle weights of all Vehicles owned or operated by You

at the time of such Event (less the applicable Excess and any applicable co-insurance).

## 9 Full Responsibility

This condition applies only to Cargo for which cover is provided under Item 2 (Full Responsibility) of the Insured Contracts and Insured Conventions shown in the Schedule.

Where the total value of such Cargo in or on any one Vehicle at the time of any loss or damage exceeds the Sub-limit applicable to that Vehicle We will not pay more than the proportion of the claim that the Sub-limit any one Vehicle bears to the total value of Cargo in or on the Vehicle.

In any case We will not pay more than:

- A) the value of the lost or damaged Cargo or
- B) the cost of repairing or re-instating the lost or damaged Cargo or
- C) the value of any part of the Cargo which is actually lost or damaged regardless of whether it affects the value of other parts of the Cargo

whichever is the least (less the applicable Excess and any applicable co-insurance) in respect of Your liability for physical loss or damage to Cargo.

The value of the Cargo lost or damaged means the invoice value of the lost or damaged Cargo if it has been sold or in any other circumstances its replacement cost to the Cargo owner at the commencement of the Road Transport including any duties or taxes paid or payable in respect of the Cargo.

## 10 Multiple Insureds

Where the Insured shown in the Schedule comprises more than one party all such parties shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely Us and the parties shown as the Insured being jointly insured.

Irrespective of the number of parties claiming under this policy the total amount payable by Us shall not exceed any applicable Section Limit or Sub-limit.

## 11 Insured Trailer values

If cover is provided for Insured Trailers:

- A) premium is charged on and the Schedule specifies the total value of Insured Trailers declared by You. The total value declared must represent:
  - 1) the total market value of all Insured Trailers owned by or loaned to You and
  - 2) the total amount of Your liability for physical loss of or damage to all other Insured Trailers in accordance with any lease, hire or other agreement applicable to them.
- B) at Our option We will pay for the repair or replacement of any damaged Trailer or arrange for such repair or replacement. We will not pay more than:
  - 1) Your liability for physical loss of or damage to any such Trailer under any applicable lease, hire or other agreement or
  - 2) in all other cases the market value of the Trailer at the time of the loss or damage.
- C) and at the time of the loss of or damage to any Insured Trailer:
  - 1) the value of such Trailer exceeds the applicable Sub-limit any one Trailer We will not pay more than the proportion of the claim that the Sub-limit bears to the actual value of the lost or damaged Trailer.
  - 2) the total value of Insured Trailers exceeds the total value declared shown in the Schedule We will not pay more than the proportion of the claim that the value declared bears to the actual value of the Insured Trailers.

The amount payable by Us shall be the lesser of the amounts calculated under sub-clauses C) 1) and C) 2) of this condition (less the applicable Excess and any applicable co-insurance).

## 12 Cancellation

- A) We may cancel this policy at any time by giving 30 (thirty) days notice to that effect in writing by pre-paid letter post to either Your insurance adviser or Your last known address, in which case We will refund the difference (if any) between the adjusted premium for the period during which insurance was in force and the premium actually paid.
- B) We will cancel this policy with immediate effect and without notice if You:
  - 1) cancel any credit agreement relating to this policy and then fail to pay to Us immediately the full amount of the premium or

- 2) fail to take the action specified in any default notice issued by Us before the date shown in it or fail to pay the first instalment of premium.

If You cancel this policy We will be entitled to retain:

- A) 50% of the deposit premium if cancelled within 3 calendar months from the start of the first Period of Insurance unless a claim or an incident which may give rise to a claim has occurred in which case We will retain the full deposit premium.
- B) the full deposit premium if cancelled more than 3 calendar months from the start of the first period of insurance.

### **13 Law applicable**

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this policy shall be governed and construed in accordance with English law and shall be resolved within the exclusive jurisdiction of the courts of England and Wales.

### **14 Contracts (Rights of Third Parties) Act**

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

# Claims Conditions

Failure to comply with Claims Conditions 1 to 5 will result in a claim being rejected or settlement reduced unless in Our opinion such failure has not prejudiced Our investigation, defence or mitigation of such claim.

## 1 Notification to Us

You must notify Us as soon as reasonably possible of any:

- A) claim made against You or
- B) circumstances or incident which might give rise to a claim under this policy. You need not notify Us where the only indication of such circumstances or incident is an annotation to the delivery documents and the value of the Cargo which is or may be lost or damaged could not reasonably be expected to exceed £10,000.

You will still be covered if You fail to give such notification provided that the claim, circumstances or incident (whichever You are aware of first) is notified to Us within three months from the time You first became aware of it provided that in Our opinion the delay in notification:

- 1) has not prejudiced the investigation, defence or mitigation of the claim and
- 2) has not materially influenced the renewal of, or Our underwriting of this policy.

Claims must be notified to:

RSA Northern Ireland Insurance Ltd  
Law Society House  
Victoria Street  
Belfast  
BT1 3GN

Tel: 028 9032 0190

Email: [commercialclaims@ni.rsagroup.com](mailto:commercialclaims@ni.rsagroup.com)

## 2 Notification to the police

You must give immediate notice to the police in respect of theft or malicious damage giving rise (or which may give rise) to a claim under this policy.

## 3 Responsible parties

You must take all reasonable steps to hold responsible any party who has (or may have) a liability in respect of any incident giving rise (or which may give rise) to a claim under this policy, including the giving of written notice in due time and ensuring that any time limit is protected.

## 4 Legal process

If You receive any writ, summons and/or legal process relating to a claim under this policy You must immediately upon receipt:

- A) advise Us verbally, or by facsimile or e-mail and
- B) forward the document to Us unanswered.

## 5 Claims control and co-operation

In respect of any claim under this policy You must:

- A) not admit liability nor make any offer, promise or payment nor give indemnity without Our written consent.
- B) send to Us as soon as possible a detailed claim in writing and supply copies of correspondence or such further particulars as may be reasonably required by Us.
- C) at all times give Us full co-operation.
- D) allow Us at Our option to take over and conduct in Your name the defence or settlement of any claim or to institute or prosecute in Your name for Our benefit any claim for indemnity or damages or otherwise and allow Us full discretion in the conduct of any proceedings or in the settlement of any claim.
- E) allow Us to act as necessary for the purposes of enforcing any rights and remedies and obtaining relief or indemnity against other parties.

## 6 Rights of recovery

Upon the payment of any claim, all Your rights and remedies against such other parties will be subrogated to Us and We shall receive the benefit of any amount(s) recoverable from such other parties. In the event the net recovery received from any such other parties exceeds the amount paid by Us to You in respect of the claim, then We shall account to You for any such excess.

# Complaints Procedure

## Our Commitment To Customer Service

At RSA We are committed to going the extra mile for Our customers. If You believe that We have not delivered the service You expected, We want to hear from You so that We can try to put things right. We take all complaints seriously and following the steps below will help Us understand Your concerns and give You a fair response.

### Step 1

If Your complaint relates to Your policy then please contact the sales and service team in the office which issued the Policy or Your Broker. If Your complaint relates to a claim then please call the claims helpline number shown in Your policy booklet.

We aim to resolve Your concerns by close of the next business day. Experience tells Us that most difficulties can be sorted out within this time.

### Step 2

In the unlikely event that Your concerns have not been resolved within this time, Your complaint will be referred to Our Customer Relations Team who will arrange for an investigation on behalf of Our Chief Executive. Their contact details are as follows:

The Head of Compliance  
RSA Northern Ireland Insurance Ltd  
Law Society House  
Victoria Street  
Belfast  
BT1 3GN

## Our promise to You

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep You informed of progress
- Do everything possible to resolve Your complaint
- Use the information from Your complaint to proactively improve Our service in the future.

Once We have reviewed Your complaint We will issue Our final decision in writing within 8 weeks of the date We received Your complaint.

## If you are still not happy

If You are still unhappy after Our review, or You have not received a written offer of resolution within 8 weeks of the date We received Your complaint, You may be eligible to refer Your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

**Post:** Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London, E14 9SR

**Telephone:** 0800 0234567 (free from standard landline, mobiles may be charged)  
0300 1239123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have six months from the date of Our final response to refer Your complaints to the FOS. This does not affect Your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

## Thank you for your feedback

We value Your feedback and at the heart of Our brand We remain dedicated to treating Our customers as individuals and giving them the best possible service at all times. If We have fallen short of this promise, We apologise and aim to do everything possible to put things right.



## Fair Processing Notice

### How We use Your Information

Please read the following carefully as it contains important information relating to the details that You have given Us. You should show this notice to any other party related to this insurance.

### Who We are

This product is underwritten by RSA Insurance Ireland DAC.

You are giving Your information to RSA Insurance Ireland DAC and RSA Northern Ireland Insurance Ltd, which is a member of the RSA Group of companies (the Group). In this information statement We, Us and Our refers to the Group unless otherwise stated.

### How Your information will be used and who We share it with

Your information comprises of all the details We hold about You and Your transactions and includes information obtained from third parties.

If You contact us electronically, We may collect Your information identifier, e.g. Internet Protocol (IP) Address or telephone number supplied by Your Service Provider.

We may use and share Your information with other members of the Group to help Us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop Our services, systems and relationships with You;
- Understand Our customers' requirements;
- Develop and test products and services

We do not disclose Your information to anyone outside the Group except:

- Where We have Your permission; or
- Where We are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to Us, Our partners or You; or
- Where We may transfer rights and obligations under this agreement.

We may transfer Your information to other countries on the basis that anyone We pass it to provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which You provided it. Details of the companies and countries involved can be provided on request.

From time to time We may change the way We use Your information. Where We believe You may not reasonably expect such a change We shall write to You. If You do not object, You will consent to that change.

We will not keep Your information for longer than is necessary.

### Sensitive Information

Some of the information We ask You for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about You or others except for the specific purpose for which You provide it and to carry out the services described in Your policy documents. Please ensure that You only provide Us with sensitive information about other people with their agreement.

### How to contact us

On payment of a small fee, You are entitled to receive a copy of the information We hold about You. If You have any questions, or You would like to find out more about this notice You can write to:

The Head of Compliance  
 RSA Northern Ireland Insurance Ltd  
 Law Society House  
 Victoria Street  
 Belfast  
 BT1 3GN





RSA Insurance Ireland DAC is registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16 and regulated by the Central Bank of Ireland.