

HAULAGE SOLUTIONS

**This policy (and the Schedule which forms an integral part of the policy) is a legal contract.
Please examine it thoroughly to ensure it meets your requirements.
If it does not please advise your insurance adviser immediately.**

**We would remind you that you are required to inform us immediately of any facts or
changes which we would take into account in our assessment or acceptance of this insurance.
Failure to do so may invalidate your policy or result in certain covers not operating fully.
If you are in any doubt as to whether a fact or change is material or not,
please contact your insurance adviser.**

Royal & Sun Alliance Insurance plc (We) and the Insured (You) agree that:

1. this policy, the Schedule (including any Schedule issued in substitution), endorsements and memoranda shall be considered one document and
2. all statements made and information supplied by You or on Your behalf for Our consideration are warranted by You to be true and shall be incorporated into and form the basis of this contract of insurance and
3. the truth of statements made and information given shall be conditions precedent to Our liability to make any payment under this policy and
4. 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.



B McIntyre
UK Chief Executive
Royal & Sun Alliance Insurance plc

[Haulage Solutions]

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DEFINITIONS

The following expressions shall have the meanings set out below wherever they appear in this policy, the Schedule, any endorsements and memoranda. Words denoting the singular shall include the plural and vice versa.

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 Third Party Equipment) 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 consequential loss
Container	Any demountable carrying unit (including any ISO container, tank container or flat rack)
Employee	Any: a) person under a contract of service 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, the British Isles, Denmark, France, Germany, Gibraltar, Italy, Liechtenstein, Luxembourg, Monaco, the 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, the Former Yugoslav Republic of Macedonia, Greece, Hungary, Latvia, Lithuania, Montenegro, Poland, Romania, Serbia, Slovakia, Slovenia, and Turkey (west of the Bosphorus only)
Event	Any one occurrence or (if more than one occurrence) 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) Documents, business records and/or information represented or stored electronically c) Living creatures d) Processed tobacco and/or tobacco products e) Precious metals and/or stones and/or articles made of or containing precious metals and/or stones f) Watches g) Palm-top computers, mobile telephones, electronic organisers, digital cameras and/or other hand held devices designed for the recording, transmission and/or or playing of sound and/or images and/or for the storage, management, use or communication of information and/or data h) Portable satellite navigation equipment i) Electronic games consoles

- j) Microchips; microprocessors; central processing units; system boards; memory boards; memory, sound and/or video cards and/or hi-tech components of a similar nature designed to be used in, or in connection with computers and/or other electronic devices but not when they are fitted in such a device

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: <ul style="list-style-type: none">a) do not use contract conditions and do not wish to restrict Your liability for loss or damage to common law orb) 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
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	<ul style="list-style-type: none">a) Trailers in Your or any Subcontractor's care, custody or control which are owned by or hired, leased or loaned to Youb) Third party Trailers which You have been instructed to insure or for which You have contracted to provide indemnity or accept responsibility provided that such 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: <ul style="list-style-type: none">a) in respect of that part of any dispute agreed by Us to be covered by this policy andb) 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
Mis-delivery	Failure to deliver Cargo in accordance with Your Customers' proper instructions by reason of any negligent: <ul style="list-style-type: none">a) act and/orb) error and/orc) 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
Road Transport	The carriage of Cargo by Vehicles shown as covered in the Schedule, including loading, unloading and incidental transhipment 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) CDs, DVDs, computer games and/or software and similar pre-recorded media and/or printer cartridges f) Televisions, computer equipment and/or equipment designed for recording and/or playing sound and/or images (other than that defined as Excluded Goods); hard drives, CD and/or DVD drives, modems, printers and/or headphones and similar electrical and/or electronic accessories for use in connection with such Cargo and/or Cargo in sub-clauses g) to i) of the definition of Excluded Goods
Third Party Equipment	Trailers and/or Containers in Your or any Subcontractor's care, custody or control for the purposes of Road Transport; but not Trailers and/or Containers 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
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	Royal & Sun Alliance Insurance plc
You/Your	The Insured shown in the Schedule
Your Customer	The party contracting You to perform Road Transport

SECTION 1 CARGO LIABILITY & 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, cameras, audio and/or visual and/or computer equipment and/or similar goods.
 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. Legal Costs** for Legal Costs.

OPTIONAL EXTENSION

- Deterioration** If the Deterioration Extension is shown as covered in the Schedule Exclusions 3a) and 3b) do not apply to Cargo whilst in a temperature controlled Vehicle (or temperature controlled Container whilst on a Vehicle) shown as covered in the Schedule.

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:

1. Loss or damage

for

- a) physical loss of or damage to any Insured Trailers owned by You or loaned to You.
- b) Your liability for physical loss of or damage to any Insured Trailers hired by or leased to You occurring within the Geographical Limits during the Period of Insurance

2. Hire charges

for 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 if You are unable to use it 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

for 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

for 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

for 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:
 - a) Excluded Goods.
 - b) 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.
 - c) household, office, factory or similar removals arranged or undertaken by You.
 - d) 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 2d 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.
 - e) Cargo or Own Goods being towed other than on a Trailer.
 - f) property other than Cargo, Own Goods, Insured Trailers and/or Third Party Equipment.
- 3. Excluded perils** for:
 - a) natural deterioration.
 - b) damage to Cargo in a temperature controlled environment caused by or arising from a change in temperature unless that change was caused by fire, theft, attempted theft or as a direct result of the collision or overturning of the conveying Vehicle.
 - c) 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).
 - d) liability caused by or arising from the exercise by You (or on Your behalf) of a lien whether contractual or otherwise.
- 4. Failure to collect payment** for failure to collect payment for Cargo
- 5. 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.
- 6. Death or injury** for death of, injury to or disease or illness of any person.
- 7. Misconduct** caused by or arising from any reckless or wilful misconduct by You and/or any of Your directors or partners.

- 8. 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.
- 9. 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.
- 10. 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.
- 11. 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) loss or damage caused by or arising from inherent vice.
 - c) wear, tear or gradual deterioration.
 - d) mechanical, electrical and/or electronic breakdown, failure and/or derangement.
- 12. 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 loss or damage caused by or arising from inherent vice.
 - c) for wear, tear or gradual deterioration.
 - d) for mechanical, electrical and/or electronic breakdown, failure and/or derangement.
 - e) comprising Trailers, Containers, Vehicles and/or motor cycles.
- 13. Insured Trailers and Third Party Equipment** in respect of Insured Trailers and/or Third Party Equipment for:
- a) wear, tear and/or gradual deterioration.
 - b) mechanical, electrical and/or electronic breakdown, failure and/or derangement.
 - c) damage to tyres by punctures, cuts, bursts and/or the application of brakes.
 - d) loss or damage caused by or arising from inherent vice or latent defect or defect in design, manufacture or maintenance of the Insured Trailer or Third Party Equipment.
 - e) any Insured Trailer which You have loaned, hired or leased out to any party other than to a Subcontractor for the purposes of Road Transport on Your behalf.

GENERAL CONDITIONS

General conditions 1 to 3 are conditions precedent to Our liability to make any payment under this policy.

- 1. 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.
- 2. Reasonable precautions** You must:

 - a) take reasonable precautions to prevent or minimise any loss, damage or liability that may give rise to a claim under this policy.
You are covered to the extent provided by this policy for:
 - 1) reasonable costs incurred by You and/or
 - 2) any costs incurred with Our prior written consentto minimise a claim under this policy which would exceed the applicable Excess.
The Sub-limit applicable to sub-clause 1) is £10,000
 - b) take 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 Youafter inception of this policy are who they say they are and are of good character.
 - c) take 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

If You fail to properly carry out the checks referred to in sub-clauses b) and c) of this condition You will still be covered provided that We consider such failure to be immaterial to the claim.
- 3. Subcontractors** You must not entrust Cargo to any Subcontractor unless they have agreed in writing beforehand to accept no less liability than You have for such Cargo.
This condition does not apply to any Subcontractor when acting as a shipping line, airline, port, terminal or railway operator.

Cargo, Insured Trailers and/or Third Party Equipment in the care, custody or control of Subcontractors are covered only if:

 - a) the respective Section and
 - b) Vehicles of Subcontractors

are shown in the Schedule as covered.
- 4. Disclosure** This policy shall be voidable by Us if You have failed to disclose or have misrepresented or misdescribed any material information.
- 5. Amounts payable** The maximum amount We will pay for any claim will be the lesser of the 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 in respect of the Cargo and/or Third Party Equipment the subject of the claim 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 of Your liability.
- 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 if 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).

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. 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 1) and 2) of this condition (less the applicable Excess and any applicable co-insurance).

- 11. Cancellation** We may cancel this policy at any time:
- a) 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) 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.
- 12. 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.
- 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.
- 15. Fraud** All benefit paid or which would otherwise be payable under this policy shall be forfeited if any claim under this policy is in any respect fraudulent.

CLAIMS CONDITIONS

The following are conditions precedent to Our liability to make any payment under this policy:

- 1. Notification to Us** You must notify Us immediately 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:

Freight Liability Claims
Royal & SunAlliance
17 York Street
Manchester
M2 3GR

Telephone during normal working hours	0161 235 3800
Messaging service outside normal working hours	0161 235 3902
Facsimile	0161 235 3903
E-mail	freight.liability@uk.royalsun.com
24 hour emergency response service	07897 431676 and 07771 678882
- 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.

Customer Complaints Procedure

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

Our complaints process

- Initially please raise your concerns with your usual business contact.
- If your complaint is not resolved or you are not happy with our response and the course of action proposed, you can progress your complaint to our Customer Relations Office.
- A separate investigation will then be carried out in an attempt to resolve your complaint and a final decision issued. However if resolution is not possible they will issue a response within 8 weeks of your original complaint.

Customer Relations Contact Details

Customer Relations Office
Royal & Sun Alliance Insurance plc
Bowling Mill
Dean Clough Industrial Park
Halifax HX3 5WA

Tel: 0800 1076160
Fax: 01422 325146
e-mail: halifax.customerrelationsoffice@uk.royalsun.com

What to do if you are still not satisfied

If you are still not satisfied Royal & SunAlliance is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you may be able to refer your complaint to them.

Financial Ombudsman Service

South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel: 0845 0801800
web: www.financial-ombudsman.org.uk

Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Customer Information

All personal information supplied by You will be treated in confidence by the Royal & Sun Alliance Insurance Group of companies (the Group) and will not be disclosed to any third parties except where Your consent has been received or where permitted by law. In order to provide You with products and services this information will be held in data systems of the Group or Our agents or companies to whom We subcontract.

The Group may pass Your personal data to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries which may not have laws to protect Your personal data, but in all cases the Group will ensure that it is kept securely and only used for the purposes for which You provided it. Details of the companies and countries involved can be provided to You on request.