



ACE Europe Freight Policy

***Freight Liability Insurance for Haulage
Contractors, Freight Forwarders, couriers
and Warehouse Keepers***

Your Policy Terms and Conditions

ACE European Group Ltd
3rd Floor
9 Bond Court
Leeds LS1 2JZ

0113 296 1200 *tel*
0113 296 1250 *fax*
marine-uk@ace-ina.com *email*
www.aceeurope.co.uk

Authorised and Regulated by the Financial Services Authority



ACE European Group Ltd
3rd Floor
9 Bond Court
Leeds LS1 2JZ
0113 296 1200 tel
0113 296 1250 fax
www.aceeurope.co.uk

Please read this Policy carefully. If it does not meet with Your requirements, You should inform Us immediately through Your insurance intermediary.

ACE European Group Ltd. (referred to as 'the Company' within this Policy) and the Insured named in the Policy agree that

this Policy and any Endorsement (s) subsequently issued shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears,

information supplied by the Insured shall be incorporated as part of the contract,

the Company will provide the insurance described in this Policy, subject to the terms and conditions, for the period of insurance shown and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium,

provided that this Policy shall not be in force unless it has been initialled by an authorised official of the Company.

Signed for and on behalf of the Company

A handwritten signature in black ink, appearing to be 'A. Kendrick', written over a horizontal line.

Andrew Kendrick, Chairman and Chief Executive Officer

Contents

Section 1: Summary of Policy

The basis of Your Policy coverage including premiums, rates, taxes and all deductions

Section 2: Introduction

- i) How We will deal with Your claims
- ii) Law & Jurisdiction
- iii) Interpretation
- iv) Declaration
- v) Cancellation
- vi) Fraud

Section 3: Definitions & Security Clauses.

Section 4: Your Cover & Maximum Liability

Section 5: General Conditions

- i) Theft Attractive Goods
- ii) Security and Care

Section 6: Your Benefits

- i) Legal Costs
- ii) Own Goods
- iii) Expenses
- iv) Containers & Trailers (Not owned, hired or leased)
- v) Consequential or Indirect Loss
- vi) Drivers' Personal Effects
- vii) Common Law Contingency Cover
- viii) Sub-Contractors' Contingent Cover
- ix) Unwitting CMR
- x) General Average
- xi) Sub-Contractors Excess Recovery

Section 7: Optional Benefits

- i) Temperature Controlled Goods
- ii) Road Closure by Police Authority
- iii) Errors & Omissions committed by You
- iv) Commercial Considerations Commercial Considerations
- v) Non-Incorporation of Contract Conditions
- vi) Trailers

Section 8: Exclusions

Section 9: Claims Procedure

Section 10: Data Protection

Section 11: Complaints Procedure

Section 1: Summary of Policy

Policy number: ABCB140060
 Agent: Cornish Insurance
 Agency Ref: ACIG/HH-RFS
 Insured: Courier Solutions LTD
 Address: The Leeds Road Business Centre
 300 Leeds Road
 Shipley Bradford
 West Yorkshire BD18 1EZ

Period of Cover: 20 May 2014 Expiring: 20 May 2015

Your Cover:

Note here any High Theft Risk Goods Carried:- None Listed

Cover Option - F

Charges GBP Ra

Your Cover Item (Section 4: Your Cover)	F	All Risks
Weight Limitation		Full Responsibility irrespective of Weight
Limit Any One Event		GBP 30,000.00

Optional Extra(s):

Temperature Controlled Goods	1		Road closure	2	No
Errors and Omissions	3	No	Commercial Consideration	4	No
Non-Incorporation	5	No	Trailers	6	No

Premium Payable and Event Limit

Limit of Liability Under this Policy

Subject to a maximum Limit of Liability of **GBP 500,000** Any One Event

Excess

Subject to an excess of **GBP 250** each and every loss

Premium

Subject to a **Non-Adjustable Premium** of **GBP 150.00** plus **IPT** of **GBP 9.00**

Section 2: Introduction

This page tells You how We will deal with any claim made against You. It doesn't form a part of the contract of insurance. It is just an explanatory note of what You should expect to happen if a claim is made against You.

If the owner of Goods that are lost or damaged whilst in Your custody claims against You for their value We will, subject to Your having complied with all the terms of this Policy, deal with the claim in one of the following three ways

ONE

We will pay up to the limit of Your liability, as agreed in the Policy.

TWO

If We think You have a defence to liability under Your contract, We will put it forward. Please note that this does not, in any way, reject Your right to claim under this Policy. In taking this course We will continue to deal with the matter on Your behalf, leaving You to continue Your daily business activities with the minimum of disruption

THREE

If the owner of the Goods challenges that defence We will review the position. We may still defend the case and go to court. If the judge finds against You We'll pay Your legal costs, the judgement sum and any costs awarded to the claimant.

If We decide to appeal the judgement the same will happen with costs and damages if the appeal is rejected

You are our client. We protect You in the ways shown above.

In consideration of You paying the premium We, Ace Insurance, will provide You with insurance against loss or damage to Goods in Transit for which You are legally liable under contract, by Statute or at Common Law, occurring at any time during the period of insurance or during any subsequent period for which We accept the renewal of this Policy, subject to the terms, exceptions, exclusions, endorsements and warranties that may be contained in Your Policy.

Important

We recommend You read this Policy and Your Schedule to ensure that it meets with Your requirements. Should You have any queries please contact Us.

The law applicable to this Policy

The laws of England and Wales will govern Your Policy

Interpretation

The Policy and Schedule are one contract. A word or expression to which a specific meaning has been given will keep the same meaning wherever it appears. A particular word or phrase which is not defined will have its ordinary meaning

Declarations

You must keep a full record of Your gross charges for all contracts specified in the Schedule if the premium is calculated on estimated figures.

You will allow Us access to those records.

You will submit a declaration of the actual gross charges earned during each period of insurance and declare them to Us within one month of the expiry of each period of insurance. Upon receipt of this declaration We will adjust the Policy and either charge more premium for any charges exceeding the estimated sum(s) or return premium if the actual gross charges are less than those estimated but not below any minimum premium specified in the Schedule.

If You do not submit a declaration within one month of the expiry of the period of insurance We will charge an additional premium based upon our estimate of what the declaration should be

Cancellation

We may cancel the Policy by sending You thirty days written notice of cancellation to Your last known address

We will refund a proportionate part of the premium paid for the unexpired period

Fraud

- a) If a claim made by You, or anyone acting on Your behalf, or any person claiming to be indemnified, is fraudulent or exaggerated, whether ultimately material or not;
- or
- b) i) a false declaration or statement is made; or
ii) a fraudulent device is used

in support of a claim, We may, at Our Option

- i) avoid the Policy from the inception of this insurance
- or
- ii) cancel the Policy from the date of the loss or alleged loss and repudiate the claim.
- or
- iii) repudiate the claim

Section 3: Definitions

The following words and phrases shall always have the meanings shown below whenever they appear in the Policy.

All Risks

All Risks of physical loss or damage to Goods in Your custody and control for carriage for reward, subject to the exceptions in the Policy. The cover given by this Policy is NOT subject to Average

Any One Loss

The maximum amount We will pay for any one claim or series of claims arising from One Event.

One Event

Any one occurrence or series of occurrences attributable to one original cause

CMR

The convention on the contract for the international carriage of Goods by road. The Carriage of Goods by Road Act 1965 enacts this Convention in the United Kingdom.

C.O.D

Cash On Delivery

Consignment

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

Enclosed Premises

A locked building or a compound surrounded on each side by a wall, fence or similar structure and having a locked gate

Excess

The sum for which You are responsible as the first part of each claim

General Average

There is a General Average act when, and only when, any extraordinary sacrifice or expenditure is intentionally and reasonably made or incurred for the common safety for the purpose of preserving from a peril the property involved in a common marine adventure.

Goods

Goods and property which You do not own but which You are carrying or storing under contract for reward.

Policy

This Policy and the Schedule, the Proposal, and any endorsement attached or issued

Schedule

The document that comes with this Policy, showing Your name, address, business description, the Period of Insurance, the Premium and any extensions or special clauses in force.

Statement of Fact

The Statement of Fact containing information on this risk that You supplied to Us

Sub-Contractor

Any carrier, including employees or agents of such carrier, appointed by You directly or indirectly to carry the Goods

Territorial Limits

Anywhere in England, Wales, Scotland, Northern Ireland, the Isle of Man, the Channel Islands, the Republic of Ireland, and any sea crossing incidental to the carriage of the Goods within or between these geographic limits. These limits may be extended to include carriage to or from the other countries defined in this Policy, when Goods are carried under the CMR Convention.

Transit

The movement of Goods from one place to another, whilst in Your custody or control including loading and unloading and temporary storage in Transit either on or off the Vehicle

Temporary storage does not include Goods stored:

- i) At a rental
- ii) By agreement
- iii) Subject to a contract for storage
- iv) Subject to a contract for storage and distribution

Unattended

When Your Vehicle or trailer is left without the driver, or another of Your employees, in sight of it and in a position to do something to prevent theft of it or from it.

Vehicle

Motor Vehicles, articulated Vehicles, trailers and semi-trailers

Vehicle Load Limit

The maximum We will pay in respect of Goods on any one Vehicle

We/Us/Our

The Insurer named in the Schedule to this Policy

You/Your(s)/Yourself

The company or person(s) named in the Schedule as the insured.

Security Clauses Applying to the whole Policy

Security Exclusion Clause 1

We do not provide any cover for theft or attempted theft occurring when Your Vehicle is parked up at the end of a days driving until such time as it is collected for driving unless You have instructed Your driver, in writing, that it is to be kept in a locked compound surrounded by secure walls and/or fences or in a locked building of substantial construction, except when Your driver sleeps in the cab or is taking a natural, compulsory or meal break, providing he or she remains on the same premises as the Vehicle.

Security Exclusion Clause 4 – Theft Attractive Goods

We do not provide any cover for theft, attempted theft or malicious damage whenever Your Vehicle is left unattended.

Section 4: Your Cover

(Covers only apply when shown in the Policy summary)

We agree to insure You in accordance with the liability shown to be operative in the Schedule, as defined below-

- A** Liability under Road Haulage Association Conditions of Carriage 1998 Edition
- B** Liability under the CMR Convention at 8.33 Special Drawing Rights per kilo for Goods carried within the Territorial Limits in the Policy definition
- C** Liability under the CMR Convention at 8.33 Special Drawing Rights per kilo for Goods carried to or from the following countries.

Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, British Isles, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia and Montenegro, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey (west of the Bosphorus), Vatican City
- D** Liability under Freight Transport Association Conditions of Carriage 2002 Edition.
- E** Liability agreed under CMR By Contract at 8.33 Special Drawing Rights per kilo, where a statutory CMR liability does not otherwise apply. Applies only to Goods carried within the Territorial Limits.
- F** Goods for which You have accepted a contractual liability for All Risks of physical loss or damage whilst in Your custody or control for Transit
- G** Liability as a carrier or bailee at common law only
- H** Liability under other conditions of carriage, which We have accepted, and which have been lodged with Us.
- I** Contingent Liability cover for Goods in the custody or control of Sub Contractors but the benefit of this insurance shall not pass to any Sub-Contractor.
- J** Liability under the United Kingdom Warehousing Association (UKWA) Conditions of Storage – 2002 Edition
- K** Liability under the United Kingdom Warehousing Association (UKWA) Contract Condition for Logistics – 2006 Edition
- L** Liability under Road Haulage Association Conditions of Storage – 1998 Edition
- M** Cabotage – Liability as under Cover C if You carry Goods within the individual borders of those countries shown in Cover F. Limit of liability not to exceed £50,000 or the Vehicle Load Limit, whichever is the lesser.
- N** Liability under the British International Freight Association (BIFA) Standard Trading Conditions 2005
- O** All Risks Conditions of Storage

NOTE: If You fail to incorporate Your contractual liability shown in liability A, D, E, H, I, J, K, L, M or N above We will, in the first instance, attempt to settle Your claim with your customer as if those liabilities had been incorporated.

Our Maximum Liability to You

The maximum We will pay under this Policy, including any extensions, clauses, endorsements or extra cover, shall be the amount shown in the Schedule as the Limit Any One Event.

Section 5: General Conditions

Theft Attractive Goods Limitation

We will only insure You against Theft, Pilferage or Shortages for a maximum amount of £50,000 any one Vehicle load of the following Goods, unless You carry it unknowingly or unwittingly in a sealed container or as part of a groupage load

- Bottled wines and spirits;
- Cigars, cigarettes and tobacco but excluding raw leaf tobacco;
- Non-ferrous metals in raw scrap bar ingot or similar form;
- Furs, skins, clothing and ready made garments, footwear, fashion accessories;
- Mobile phones and similar or associated goods and accessories;
- Audio/Visual equipment;
- Computer equipment or associated Goods, software and accessories
- Photographic equipment and accessories;
- Perfumes and scents.

The Theft Attractive Goods Limitation above is Subject to the Following Security Exclusion

We do not provide any cover for theft, attempted theft or malicious damage whenever Your Vehicle is left unattended.

Sanction Limitation and Exclusion Clause

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

JC2010/014

Security & Care Conditions

The following conditions must be obeyed, They are conditions that are precedent to Our liability to accept a claim under this Policy:

Reasonable Care

You must, at Your own expense, take all reasonable care to prevent the Goods from suffering loss or damage when they are in Your custody or control.

Reasonable Care- securing of Goods on Vehicles

You must instruct Your drivers, in writing, that they must ensure that all Goods on board Your Vehicles are secured properly to prevent movement in Transit.

Reasonable Care – Vehicles and suitability

You must take all reasonable measures to ensure that Your Vehicles are suitable for all the types of Goods You carry.

You must also take all reasonable care to ensure that Your Vehicles are in roadworthy condition, and comply with all laws and regulations relating to the carriage of Goods by road, before allowing Goods to be placed on or in them.

Reasonable Care – employee references

You must, at Your own expense, obtain satisfactory written references for all employees having responsibility for the Goods. Such references must be from previous employers for the two years immediately prior to them being employed by You.

Verbal references are acceptable provided You record them in writing at the time the reference is given and that You show the date and time of the reference on the written note.

All references must cover each employee's honesty and ability in the handling and carriage of Goods and of the completion of Transit documents where relevant.

All references must be made available to Us upon demand and, in any case, in the event of a claim.

Reasonable Care – security of the Goods

You must instruct Your drivers, in writing, that they must lock their Vehicles and close all windows and openings whenever they are outside their Vehicles for whatever reason. We accept that Curtainsiders and Tautliners may not be locked but must always be fully closed from external view.

You must instruct Your drivers, in writing, that they must keep all the keys to Your Vehicles on their persons at all times when they are outside the Vehicle.

You must instruct Your drivers, in writing, that they must not detach any trailer from the driving cab unless the trailer is left in a securely locked building of substantial construction.

You must instruct Your drivers, in writing, that they must not deliver Goods to persons unless they have satisfied themselves that they are the persons appointed by the Consignee to receive those Goods.

These instructions must be accepted in writing by Your drivers and other employees involved in the handling or carriage of the Goods, dated and timed, and made available to Us at any time and, in any case, in the event of a claim arising

Reasonable Care – Sub - Contractors

You must take reasonable care to ensure that Your Sub-Contractor has insurance in force to the same extent as that You accept under contract, by statute or legal convention, or at Common Law.

Non-Disclosure and Misrepresentation

If we are to provide indemnity You, or anyone acting for You, must:

1. Tell Us all material facts
2. Not misrepresent any material fact
3. Not make an untrue statement, or provide a falsified document in support of a proposal for insurance, the renewal of this Policy, a claim.

Section 6: Your Benefits

We will also pay:

Legal Costs

Legal Costs and expenses incurring with Our written consent *AND* Costs and expenses of claimants for which You are legally liable in respect of any claim sustained against You for loss or damage to the Goods

Own Goods

For loss or damage to the following Goods belonging to You or for which You are legally responsible, but excluding wear and tear, whilst carried on any Vehicle described in the Schedule:

ropes, sheets, tarpaulins, trailer curtains, webbing straps, packing materials and similar items.

any other Goods (but not containers, demountables, accoutrements to any Vehicles or personal effects) up to a maximum of £10,000 any One Event

Expenses

Reasonably incurring by You in respect of:

removal of debris and site clearance of the Goods damaged whilst in Transit from the immediate area of the place where the damage occurred, including disposal costs;

transferring Goods to another Vehicle following fire, collision, overturning or impact of the conveying Vehicle, including the carriage of the Goods to its original destination or to the place of collection, including reasonable costs of demurrage;

reloading onto the Vehicle any Goods which have fallen from it;

re-securing of the Goods where there is dangerous movement of the load in Transit

Containers & Trailers (not owner, hired or leased; negligent loss/damage only)

For loss of or damage to containers, trailer and flats (but not demountable bodies) for which You are legally responsible to the extent of Your liability, provided they are not owned, hired or leased by You, nor any such Goods for which You have accepted responsibility under contract. Limit not to exceed £50,000 per container, trailer or flat.

Excluding the first £250 of each and every claim. Excluding wear, tear and depreciation and damage to tyres by cuts, punctures and braking.

Consequential or Indirect Loss

For financial loss suffered by Your customer (other than injury to any person) for which You are legally liable following:

Loss of or damage to Goods for which the Policy otherwise becomes liable;

Delay (other than failure to meet an agreed delivery time or date)

Mis-delivery;

For this cover to apply You must contract for the carriage either specifically excluding such liability or limiting Your liability to the amount not more than twice Your carriage charges for the Consignment.

Consequential or Indirect Loss (Continued)

We will pay up to £250,000 under this cover for any One Event.

Drivers' Personal Effects

Up to £500 for loss or damage to drivers' personal effects whilst they are in Your Vehicles but We will not pay for wear and tear.

Common Law Contingency Cover

If Your conditions of contract are set aside by an order of the court We will insure Your legal liability at common law up to a maximum of £500,000 any one Occurrence

Sub-Contractors' Contingent Cover

If You Sub-Contract the carriage of Goods to another haulage contractor You must ensure that any such Sub-Contractor carries those Goods under Your conditions of carriage and is insured to the extent of that liability. Before entrusting the Goods to any Sub-Contractor You must also satisfy Yourself as to their honesty and ability to do the work

You must also ensure that any claim for loss or damage to Goods which occurs when the Goods are in the custody of any Sub-Contractor is passed immediately to that person or firm and that he or they are held responsible for the loss or damage.

If Your Sub-Contractor, or his insurers, fail to pay any claim for which Your Sub-Contractor is legally liable, We will indemnify You to the extent of Your legal liability as if You were the actual carrier but We will only pay the amount that cannot be recovered from Your Sub-Contractor or his insurers. Neither Your Sub-Contractor, nor his insurers, have any benefit of this insurance.

Unwitting CMR

We will also insure Your legal liability for loss, damage or delay to Goods under CMR unwittingly incurred by You within England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands or the Republic of Ireland, subject to a maximum limit of £250,000 any one Occurrence.

General Average (Freight proportion only)

In the event of General Average attaching to You whilst Your Vehicle is on a vessel when a General Average sacrifice is made We will pay for the amount that Your freight charges for the carriage bear to the whole value of the marine adventure saved by that sacrifice.

Recovery of Your Excess for Subcontracted Transits

Should the Goods be lost or damaged whilst under the custody and control of one of Your subcontractors We will make reasonable efforts to secure monies to the value of Your Excess when We are either subrogating back from or claiming from the subcontractor involved.

Section 7: Optional Benefits

The cover given by this section is applicable only if it is specified in the Schedule. These Optional Extra Covers are subject otherwise to the terms, exceptions, conditions and exclusions of this Policy, and to the payment of such additional premium as is required by Us.

1. Temperature Controlled Goods

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

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

It is a condition precedent to Our liability to pay any claim under this extension that:

- a) You instruct Your drivers to ensure the refrigerating machinery is operational prior to loading.
- b) You must instruct Your drivers, in writing, in the operation of refrigeration equipment before allowing them control of a refrigerated Vehicle, and
- c) You must instruct Your drivers, in writing, that they must obtain written notification of the temperature at which the Goods are to be carried from the consignors before you accept the load, and
- d) You must instruct Your drivers, in writing, that they obtain written confirmation of the temperature of the Goods from the consignees upon arrival before the temperature controlled Goods are unloaded, and

You must also ensure that:

- e) Refrigeration equipment that You own or lease is serviced in accordance with the manufacturer's recommendations, and
- f) You keep the refrigeration equipment log book for own or leased equipment up to date, and
- g) You submit the refrigeration log book for Our inspection at any times upon Our reasonable request and, in any case, in the event of a claim.

The onus is upon You to prove to Us that You have satisfied all the requirements of this extension

2. Road Closure by Police Authority

We will pay for any damage to Goods arising during an unforeseen closure of a road forming part of the public highway ordered by a police authority following an accident, in which Your Vehicle is not involved and when, at the point of stoppage, there is no alternative route available. The limit of Our liability to pay a claim under this extension is the amount for which You are liable under Your conditions of carriage as stated in the Schedule to this Policy.

3. Errors and Omissions Committed by You

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

Provided that the amount payable by this extension shall not exceed £250,000 in respect of any one Occurrence arising out of One Event and in full in any one Period of Insurance. HOWEVER, We will not insure You in respect of any claims brought against You:

- a) Brought about or contributed to by default, fraudulent, criminal or malicious act or omission by Your or Your predecessors in business or any person at any time employed by You or Your predecessors in business;
- b) For any liability as principal for the charter of the whole or part of any vessel or aircraft;

3. Errors and Omissions Committed by You (Continued)

- c) Resulting from Your insolvency, bankruptcy or cessation of trading;
- d) Resulting from Your inability to pay or collect monies;
- e) Resulting from Your failure to comply with instructions to affect insurance;
- f) Made by H.M Government for payment of duty or V.A.T
- g) For any consequential financial loss other than for contractual liability incurred in accordance with the Conditions of Contract, Carriage or Trading specified in the Schedule.

4. Commercial Considerations

We will indemnify You in those circumstances where, for commercial considerations, You wish to accept a wider liability than that contained in the conditions of carriage covered by this insurance

This clause does not apply to any liability arising under statute or legal convention

This clause does not apply unless the claim against which it is placed is admitted under this Policy of insurance

Subject to Our liability in respect of any one load being restricted to not more than £50,000 any One Event and in all in any one year.

It is warranted that the existence of this extension is not revealed to any customer of the Insured.

5. Non-Incorporation of Contract Conditions

We will indemnify You to the extent to which You have a liability at common law if You have failed to incorporate the contract conditions shown as "insured" in the Road Haulage Section of the Schedule into the contract with Your customer provided that:

- a) You intended to trade under such contract conditions and took reasonable steps to notify customer of their application and
- b) The failure to notify the customer of such contract conditions was due to an error and You can prove to Our satisfaction that You had established procedures for such notification to be given to customers and that all employees had been instructed in writing to follow such procedures.
- c) The benefit of this extension does not exceed £250,000 in total in any one period of insurance.

6. Trailers

We will insure You for loss or damage to trailers belonging to You or for which You are legally responsible under a hiring, leasing or rental agreement.

We will not pay for:

- i) Wear and tear, gradual deterioration, scratching, bruising or denting;
- ii) Mechanical, electrical or electronic breakdown, malfunction, failure or breakdown;
- iii) Damage to tyres by punctures, cuts, bursts of the application of brakes

The maximum amount We will pay will be that stated in the Schedule to this Policy.

The premium for this cover will be charged at an agreed rate per cent on the total value of such trailers declared at inception of this Policy and at any subsequent renewal thereof.

Section 8: Exclusions

Other sections of the Policy contain exclusions. They must be read in conjunction with the following exclusions that apply to all sections unless otherwise stated.

We will not pay claims for:

- 1) The amount of the Excess, as stated in the Schedule.
- 2) Loss or damage caused by depreciation or deterioration or variation in temperature unless caused by an accident to the conveying Vehicle
- 3) Loss or damage caused by mechanical or electrical derangement of the Goods unless caused by external means.
- 4) Loss or damage caused by:
 - a. Defective or inadequate packing, insulation or labelling;
 - b. Shortage in weight, evaporation or ordinary leakage;
 - c. Deliberate abandonment of the Goods or other property;
 - d. Vermin, wear, tear or gradual depreciation;
 - e. Inherent vice.
- 5) Loss or damage to living creatures, bullion, cash and the like, bank notes, stamps, prepaid phone cards and similar, bonds, treasury notes, securities or explosives, fine arts, specie, precious metals, precious stones, and negotiable instruments.
- 6) Your liability under Articles 21, 24 or 26 of the CMR Convention.
- 7) Loss or damage to household, office or industrial Goods and property during removal or storage unless otherwise specified in the Schedule.
- 8) Confiscation, expropriation, requisition, embargo, nationalization, destruction or damage by order of any Government or Government Agency or the consequence of inadequate or inaccurate documentation.
- 9) Your liability for damages resulting from late delivery or delay in respect of a Transit for which a delivery time and/or date is contractually agreed by You
- 10) Failure to collect payments for Cash On Delivery (C.O.D.) collections of any kind.
- 11) Any liability for Your failure to arrange insurance
- 12) Loss, damage, liability or expenses directly or indirectly arising from:
 - a. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - b. The radioactive, toxic, explosive or other hazardous or contamination properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - c. Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - d. The radioactive, toxic, explosive or other hazardous or contamination properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
 - e. Any chemical, biological, bio-chemical, or electromagnetic weapon.

Section 8: Exclusions (Continued)

13) Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

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

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

15) Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event:

- a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, riot, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
- b) Terrorism, which is defined as any act or acts including but not limited to the use or threat of force or violence or harm or damage to life or property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear, chemical, biological or radioactive means, caused or occasioned by any person or group of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes
- c) any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above

Note:

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

Section 9: Claims Procedure

You must notify Us, as soon as possible, of any event which may result in a claim even if You think You have no liability for the event.

You must immediately pass to Us, unanswered, all communications relating to any event

You must not admit liability for any event which may result in a claim, nor offer to settle, compromise or make a payment without Our written consent.

Claims Control

We may take over the defence of a claim or a prosecution made against You or another person entitled to indemnity. This may, at our option, include any inquest, inquiry or similar proceeding. We may also take over a claim in Your name to recover a sum which We have paid.

We may also appoint a legal or other professional representatives to pursue Our rights

Subrogation

You will, at Our request and at our expense, do everything which may be necessary, to allow Us to enforce a right or remedy, or obtain relief or indemnity, from other parties to which We become entitled or subrogated because of payment we make for making good loss, destruction or damage.

Emergency Telephone Numbers

Marine Claims Team
ACE Building
100 Leadenhall Street
London
EC3A 3BP

Tel: +44 (0)20 7173 7000
Fax: +44 (0)1293 597 221

Out of Hours / Emergency Help line:

CSL Claims Services
Squires House
81-87 High Street
Billericay
Essex
CM12 9AS

Tel: +44 (0)1277 630400
Fax: +44 (0)1277 630550

Please state you are insured with ACE European Group and provide your policy number

Section 10: Data Protection

ACE European Group Limited and its group companies (“ACE”) will use the information supplied during the formation and performance of this Policy for Policy administration, customer services, the payment of claims and the production of management information for business analysis. We will keep this information for a reasonable period.

Where sensitive personal data has been disclosed, including any medical or criminal record information, ACE will also use this information for these purposes. ACE are entitled to ask about criminal convictions in relation to insurance risks. There is no obligation to provide ACE with details of any convictions which are spent under the terms of the Rehabilitation of Offenders Act 1974. ACE may also transfer certain information to countries that do not provide the same level of data protection as the UK for the above purposes. A contract will be in place to ensure the information transferred is protected

ACE may record telephone calls for quality control, fraud prevention and staff training purposes

When personal or sensitive data is supplied to ACE about third parties other than the Insured, both during the formation and performance of this Policy, ACE assumes that those third parties consent to the supply of this information to ACE, to ACE processing this data, including sensitive personal data, and to the transfer and their information abroad. ACE will also assume that the supplier of the information is authorised to receive, on their behalf, any data protection notices

ACE may share personal and sensitive personal information with the following organisations for the purposes described above:

- i. Our connected companies, service providers, agents and subcontractors including loss adjusters and claims investigators;
- ii) Our reinsurers who use this information to assess the terms of specific policies and to administer our insurance policies generally;
- iii) Other insurance companies about other insurance policies You may have;
- iv) The police, other insurance companies, fraud reference agencies and other representative bodies in relation to the prevention and detection of fraudulent claims or as part of our money laundering checks.

We work with the police, other insurance companies, fraud reference and detection agencies and other representative bodies to prevent and detect fraudulent or exaggerated claims. As part of this We will share information about Your claims with providers of software designed to assist in the detection of fraudulent claims. We may also use commercially available databases to prevent money laundering.

Other companies may contact these bodies for information to help them make decisions about insurance or similar services they provide to You.

Individuals whose information has been supplied to ACE are entitled to a copy of that information on payment of a fee and to have any inaccuracies corrected. Such information is available by contacting the Data Protection Officer at 100, Leadenhall Street, London EC3A 3BP.

We do not use personal information for marketing purposes, nor do We share it with any other company for marketing purposes, unless consent to do so have been received in writing from You.

Section 11: Complaints Procedure

We are dedicated to providing You with a high quality service, and want to maintain this at all times. If You feel that We have not offered You a first class service or You wish to make an enquiry regarding this insurance, please contact the intermediary who arranged this insurance for You or the manager of the branch of the company which issued Your Policy

If You are still not satisfied, You may write to our Chief Executive of the company at ACE's head office – the address is shown on Your Policy

ACE European Group Limited is a member of the Financial Ombudsman Service (FOS) and in limited circumstances, You can approach them for assistance if You remain dissatisfied with our response. Those limited circumstances are where the Policy is taken out by

- a) An individual
- b) A business with an annual group turnover of less than GBP1,000,000
- c) A charity with annual income of less than GBP1,000,000
and
- d) A trustee of a trust that has a net asset value of less than GBP1,000,000

The FOS's contact details are FOS, South Quay, 183 Marsh Wall, London, E14 9SR, Phone: 0845 080 1800
Email: enquiries@financial-ombudsman.org.uk

Financial Services Authority

ACE European Group Limited, UK Head Office, 100 Leadenhall Street, London EC3A 3BP, authorised and regulated by the Financial Services Authority, registration number FRN202803. Full details can be found on the FSA's Register by visiting www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234

ACE European Group Limited is a subsidiary of a US parent and ACE Limited, a NYSE listed company. Consequently, ACE European Group Limited is subject to certain US laws and regulations in addition to EU, UN and national sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as Iran, Syria, North Korea, North Sudan and Cuba.