

Your Freight Policy Summary

This is a summary of the policy and does not contain the full terms and conditions of the cover, which can be found in the policy schedule and statement of fact documents. It is important that you read the policy document carefully when you receive it.

Who is the Insurer?

The insurer of the policy is Aviva Insurance Limited

What is Your Freight Policy Summary

This policy is designed to meet the legal liability insurance needs of haulers', warehouse keepers, couriers, and freight forwarders for loss or damage to customers' goods, in accordance with the conditions of contract, carriage or trading specified in the policy schedule.

Key covers, features and exceptions

This summary provides an overview of the key covers, features and exceptions available within the policy. If you have selected any of these covers they will be itemized in your schedule and full cover details will be set out in your policy booklet.

Covers, features and benefits

Legal Liability

Legal liability for loss or damage to customers' goods for which you are responsible in accordance with the conditions of contract, carriage or trading specified in the policy schedule. If your conditions of contract, carriage or trading are set aside by an unappealable order of the court we will indemnify you at common law up to a limit any one occurrence of £500,000. Loss or damage to Containers not your property – limit £50,000.

Financial loss arising solely from:

- a) Physical loss or damage to customers' goods
- b) Delay
- c) Accidental mis-delivery. You must contract to carry goods on terms that either exclude financial loss or limit financial loss to the carriage charge for the goods.

Limit £250,000 any one occurrence

Legal costs incurred with our consent in defending any claim made against you under the policy – unlimited indemnity.

Exceptions and limitations

- 1) Mechanical or electrical derangement of the goods unless caused by external means.
- 2) Loss or damage caused by depreciation or deterioration or variation in temperature unless caused by an accident to the vehicle.
- 3) Loss or damage caused by:
 - a) defective or Inadequate packing, insulation or labelling
 - b) shortage in weight
 - c) abandonment of the goods
 - d) vermin, wear, tear or gradual deterioration
 - e) contamination.
 - f) Inherent vice of goods
- 4) Loss or damage to living creatures, bullion, cash, bank notes, stamps, prepaid phone cards, bonds, treasury notes, securities or explosives, fine arts, specie, negotiable instruments.
- 5) Your liability under Articles 21, 24 or 26 of the CMR Convention.

Covers, features and benefits	Exceptions and limitations
<p>Special Condition – Theft Attractive Goods</p> <p>The maximum liability arising from theft or attempted theft of theft attractive goods when carried by You is limited to a maximum amount of £75,000 or any lesser amount specified in The Schedule.</p> <p>Theft Attractive Goods defined as;</p> <ul style="list-style-type: none"> • Wines &/or spirits including but not limited to champagne • Cigars, cigarettes and tobacco excluding raw leaf tobacco • Metals in raw scrap bar or ingot or similar form • Footwear, clothing, furs, leathers and ready made garments • Mobile phones &/or Smart Phones &/or similar and/or associated goods • Precious stones and/or metals or articles made of or containing precious stones or metals and/or watches. • Audio/visual equipment &/or Satellite Navigation Equipment • Computer equipment, software, hardware (excluding loss of data where no cover shall apply) and accessories • Photographic equipment & accessories <p>This shall not attach when such goods are carried by you</p> <ol style="list-style-type: none"> a) without your knowledge in sealed containers or b) without your knowledge as part of a groupage load. 	<ol style="list-style-type: none"> 6) Loss or damage to household or industrial goods during removal. 7) Late delivery or delay when a delivery time and/or date is contractually agreed by you. 8) Loss, damage or expense directly or indirectly caused by <ol style="list-style-type: none"> i. radioactive contamination ii. any chemical or biological weapons. 9) Loss or damage caused by pressure waves 10) <ol style="list-style-type: none"> i. War ii. nationalization, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority iii. Terrorism
Extensions to Cover – Optional Benefits. Only applicable if specified in The Schedule	
Covers, features and benefits	Exceptions and limitations
<p>Temperature Controlled Goods</p> <p>Loss or damage to temperature controlled goods caused by any variation in temperature</p>	<p>Temperature Controlled Goods</p> <ol style="list-style-type: none"> a) You must instruct employees in the operation of refrigeration equipment. b) Obtain written notification from; <ol style="list-style-type: none"> iv. Consignors of the temperature goods are to be carried at and v. Consignees before unloading of the temperature on delivery. c) Refrigeration to be serviced in accordance with manufacturers recommendations. d) You keep the refrigeration log book up to date. e) You ensure refrigeration machinery is operational prior to loading and set at the correct temperature.

Covers, features and benefits	Exceptions and limitations
<p>Errors & Omissions</p> <p>Any claim made against you during the period of insurance for breach of duty by reason of negligent acts, errors or omissions 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 conduct of any business conducted by you.</p> <p>Limit of Indemnity £1 million any one occurrence and in full in any one period of insurance.</p>	<p>Errors & Omissions</p> <ul style="list-style-type: none"> a) Default, fraudulent criminal or malicious act or omission by you or your predecessors. b) Any liability as principal for the charter of any vessel or aircraft. c) Your insolvency/ bankruptcy and / or cessation of trading. d) Your inability to pay or collect amounts. e) Your failure to comply with instructions to effect insurance. f) Claims made by HM. Government for duty or V.A.T. g) Consequential financial loss other than contractually incurred in accordance with the conditions of contract, carriage or trading specified in the policy schedule
Additional Benefits	
Covers, features and benefits	Exceptions and limitations
<p>Own Goods</p> <ul style="list-style-type: none"> a) Loss or damage to your own sheets and ropes b) Loss or damage to your property in connection with your business. <p>Debris Removal Reasonable costs and expenses incurred in debris removal and transhipment of goods.</p> <p>Personal Effects Personal effects of your drivers,</p> <p>Temporary Storage Goods temporarily stored in the course of transit.</p> <p>Carriage by Subcontractors Goods in the custody or control of your subcontractors.</p> <p>Substitution of Vehicles Where vehicles individually specified in the Schedule temporary substitution of specified vehicles for maintenance, repair or testing.</p> <p>Unwitting CMR Unwitting UK CMR liability.</p> <p>Trailer Curtains Loss or damage to trailer curtains</p>	<p>Own Goods. Your own motor vehicles, trailers or containers.</p> <ul style="list-style-type: none"> a) Unlimited indemnity b) Limit £25,000 any one occurrence. <p>Personal Effects Cash, credit cards, watches, jewellery, audio/visual equipment and/or mobile phones, computer equipment, satellite navigation equipment. Limit £1000 any one occurrence.</p> <p>Temporary Storage Storage undertaken for a fee or subject to a contract for storage and distribution. Limit 30 days.</p> <p>Carriage by Subcontractors You must ensure that all subcontractors maintain insurance on the same basis as provided for in your policy.</p> <p>Substitution of Vehicles For permanent substitution of a specified vehicle, We must be advised in writing within 21 days of substitution.</p> <p>Unwitting CMR Limit any one occurrence of £350,000.</p> <p>Trailer Curtains Loss or damage to trailer curtains must be</p>

<p>Lien Your legal liability for loss or damage to goods over which he is properly exercising a contractual lien.</p>	<p>accompanied by loss or damage to the goods. Limit of £1000 any one occurrence and £2500 any one period of insurance.</p> <p>Lien</p> <ul style="list-style-type: none"> a) the amount of the debt properly the subject of the lien, or, b) the value of the goods, or, c) the limit stated in the schedule, or, d) £50,000 in respect of any one occurrence whichever is the least.
<p align="center">Covers, features and benefits</p>	<p align="center">Exceptions and limitations</p>
<p>Non-Incorporation of Contract Conditions We will indemnify You to the extent to which You have a liability at common law in the event that You have failed to incorporate the contract conditions as specified within the Policy Schedule into the contract with Your customer</p>	<p>Non-Incorporation of Contract Conditions provided that:</p> <ul style="list-style-type: none"> a) You intended to trade under such contract conditions and took all reasonable steps to notify customers of their application and b) the failure to notify the customer of such contract conditions was due to an error or omission and it can be proved to Our satisfaction that You had established business procedures for such notification to be given to all customers and that all employees or agents of Yourselves had been instructed in writing to follow such procedures.
<p align="center">Policy Procedures</p>	
<p>Duration of policy The Policy will remain in force for 12 months from the date of commencement, or as otherwise shown on your Policy Schedule.</p> <p>Right of cancellation</p> <ul style="list-style-type: none"> (a) You may cancel this policy at any time after the date We have received the premium by providing 30 days notice in writing to Us (b) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in Your Aviva credit agreement. <p>If Your policy is cancelled under (a) or (b) above and provided that there have been no:</p> <ul style="list-style-type: none"> (i) claim(s) made under the policy for which We have made a payment (ii) claim(s) made under the policy which are still under consideration (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us during the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period. <p>(c) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.</p> <p>(d) We may also cancel this policy at any time by sending not less than 30 days notice in writing to Your last known address.</p> <p>We will refund a proportionate part of the premium for the unexpired period provided that there have been no:</p> <ul style="list-style-type: none"> (i) claim(s) made under the policy for which We have made a payment (ii) claim(s) made under the policy which are still under consideration (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us during the current Period of Insurance. 	

How to claim

If you need to make a claim please contact your insurance adviser or the Marine Claims Dept at;

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

Telephone Number	01474 327942
Fax Number	01474 532596
Email	info@pclclaims.co.uk

Our service to you

We hope that you will be very happy with the service we provide. However, if for any reason you are unhappy about this, we would like to hear from you.

In the first instance, please contact your insurance adviser or usual Aviva point of contact. Full details of our complaints procedure will be set out in your policy document.

We are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may be entitled to refer it to this independent body. The Financial Ombudsmen Service is available to individuals, certain small businesses, charities and trusts.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme ("FSCS"). If we were unable to meet our obligations you may be entitled to compensation from the scheme, depending on the type of insurance and circumstances of any claim.



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