intact INSURANCE

Haulage eSolutions

Policy Wording

Welcome to Intact Insurance

Intact Insurance is here to help people, businesses and society prosper in good times and be resilient in bad times. It is why we exist. We also believe that insurance is about people, not things.

Our purpose and belief drive everything we do and give meaning to our work.

Through the expertise of our teams and the range of our products, we aim to minimise disruption to your business and get you back on track as quickly as possible. So, when you are faced with the unexpected, you can focus on running your business, knowing that Intact Insurance will always strive to go further to help you.

Thank you for choosing us.

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About Your Policy

Your Policy:

- is made up of this policy wording and the accompanying **Schedule** and/or endorsements and should be read as one document;
- is a legal contract between **You**, the **Policyholder** and **Us**, Intact Insurance UK Limited;
- sets out the details of what **You** are covered for, and any exclusions or limitations that apply;
- explains both parties (**Yours** and **Ours**) rights and obligations under the contract.

We will provide the insurance described in this **Policy** (subject to all the terms, conditions and exclusions of this **Policy**) 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.

Please take the time to read all parts of **Your Policy** carefully, and to familiarise **Yourself** with the content.

Throughout Your Policy any:

- reference to the singular will include the plural or vice versa;
- legal references shall include any equivalent legal provision in the jurisdiction of either **Your** ordinary residence or location of the risk insured. This is provided that such jurisdiction is within the territorial scope of the **Policy**;
- references to any Act or law including any rule, order, regulation or other similar instrument made under it shall include any amendment, replacement, consolidation or re-enactment of such Act or law;
- headings in this **Policy** are for ease of reference only and do not affect the meaning of what follows;
- words that have specific meaning are both **Bold** and Capitalised and accompanied by a specific definition.

Your Policy Schedule:

- tailors the **Policy** to **Your** specific cover including any limits or **Sub-limits** that apply to **Your** cover;
- may contain **Policy** endorsements that alter the cover in the policy wording to meet either **Our** or **Your** requirements.

Please read Your documents carefully

Please contact **Your** broker if there are any parts of **Your Policy** of which **You** are uncertain, or that **You** believe to be incorrect.

Contacting Us

There are contact details included in this **Policy** for reporting claims, accessing personal data or making a complaint. However, for more general queries **You** can write to **Us** at:

Intact Insurance Customer Relations Team
PO Box 255
Wymondham
NR18 8DP

Email: customerrelations@intactinsurance.co.uk

Navigating Your Policy

Your cover is broken down into different **Policy** Sections. Each of these may have Section level definitions, exclusions, and conditions which operate specifically to the cover being provided under that Section.

We appreciate that there will be information in this **Policy** that **You** need to locate quickly. Key Section headings are highlighted below.

For an understanding of the full extent of the terms and conditions, We always recommend that You familiarise Yourself with all parts of Your Policy.

Making a Claim – Information Required and Claims Conditions

Details how **You** can report a claim and any obligations upon **You** at the point of claim and throughout the claims process.

Your Duty of Fair Presentation

We have issued this **Policy** based upon **You** making a fair presentation of the risk, as explained within the provisions of the Insurance Act 2015. This section explains **Your** obligations and how **Your** failure to make a fair presentation of the risk may impact **Your** claim and/or **Your Policy**.

Payment of Premium

Provides a summary of **Your** responsibility to pay the premium, including any adjusted amounts following changes to **Your Policy**.

Cancellation

Details of how either **You** or **We** may cancel this **Policy** and any premium that may be due back to **You** in the event of cancellation.

Operation of Your Policy

Information about other key points that apply to this **Policy**.

General Exclusions and General Conditions

These apply across the whole **Policy** in addition to that stated under Operation of Your Policy and the Section level exclusions and conditions.

Your Personal Information

Any personal information that **You** provide, will be managed by **Us** in accordance with **Our** Privacy Notice. This page provides the detail and a link to Intact Insurance's full privacy statement.

Making a Complaint

We always aim to ensure good customer outcomes in all that **We** do. However, there may be times where **You** feel that **We** have not delivered the service **You** expected. This page sets out the steps available to **You** in such circumstances

Making a Claim - Information Required

Conditions that apply to this **Policy** in the event of a claim are set out in the Making a Claim – Claims Conditions pages of this **Policy**. It is important that **You** comply with all **Policy** conditions and **You** should familiarise **Yourself** with their requirements.

Directions for claim notification are included in Making a Claim – Claims Conditions. Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required.

The Claims Conditions require **You** to provide **Us** with any reasonable assistance and evidence that **We** may require concerning the cause and value of any claim. Ideally, as part of **Your** initial claim notification, **You** should provide:

- policy number;
- who reported the incident;
- date goods collected, the date goods delivered, and the date of the incident;
- customers name;
- **Subcontractors** name and date they where held liable and confirmation **You** ensured they had back to back cover if applicable;
- the cause of the loss or damage;
- details of the loss or damage together with:
- description of goods;
- weight of consignment and weight of lost/damaged portion of consignment;
- value of consignment and value of lost/damaged portion of consignment;
- applicable terms of carriage;
- the crime reference number where applicable.

This information will enable **Us** to make an initial evaluation on **Policy** liability and claim value. **We** may, however, request additional information depending upon circumstances and value which may include the following:

- the written claim issued against **You**;
- the written claim issued by **You** to the **Subcontractor** (if applicable);
- the consignment note (claused if delivered);
- all correspondence exchanged relating to the incident;
- the original sales invoice;
- evidence of the weight of the consignment;
- repair estimate (if applicable);
- **Subcontractors** insurance details (if applicable).

Sometimes **We** or someone acting on **Our** behalf, may wish to meet with **You** to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations.

Making a Claim – Claims Conditions

Failure to comply with Claims Conditions 2 to 5 will result in a claim being rejected or settlement reduced unless in **Our** opinion such failure has not prejudiced **Our** investigation, defence or mitigation of the claim.

1 Notification to Us

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

A) claim made against **You**; or

B) circumstances or incident which might give rise to a claim under this **Policy**,

above the amount of any applicable **Excess**.

In respect of claims under Section 1 (Cargo Liability and Extensions), **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:

i) has not prejudiced the investigation, defence or mitigation of the claim; and

ii) has not materially influenced the renewal of, or **Our** underwriting of this **Policy**. Claims must be notified by:

Telephone during Monday to Friday: 9am to 5pm 0161 235 3876;

E-mail marine.claims@intactinsurance.co.uk;

Claims falling under Section 2 (Employers' Liability), Section 3 (Public/ Product Liability) and/or Section 4 (Legal Defence Costs) of this **Policy** must be notified via telephone number 0345 300 4006.

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 reasonably required by **Us**;

C) at all times give **Us** full co-operation;

D) allow **Us** at **Our** option to take over and conduct in **Your** name the defence or settlement of any claim or to institute or prosecute in **Your** name for **Our** benefit any claim for indemnity or damages or otherwise and allow **Us** full discretion in the conduct of any proceedings or in the settlement of any claim;

E) allow **Us** to act as necessary for the purposes of enforcing any rights and remedies and obtaining relief or indemnity against other parties.

6 Rights of recovery

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

Your Duty of Fair Presentation

Your obligation to disclose material circumstances at the start of any Period of Insurance

You have a legal duty to provide **Us** with a fair presentation of **Your Insured Services**. This means that **You** should ensure that **We** have access to all material information when **We** decide whether to insure **Your** risk, calculate the premium or set the terms and conditions of **Your Policy**.

Your obligation to disclose material changes that alter the risk during the Period of Insurance

If during the **Period of Insurance** there is a change in the particular circumstances of **Your** business which might:

1 materially alter the risks against which **You** have insured; or

2 increase the likelihood of a claim under this **Policy**,

You should make a fair presentation of this to **Us**.

What do We mean by 'material information'?

'Material information' means any information relating to the circumstances of **Your Business** which would affect this decision-making. For example, by affecting the nature of the risks against which **You** wish to insure or increasing the likelihood of a claim.

If You are in doubt as to whether information is material, You should disclose it to Us .

Breach of Duty and how that may impact You

If at any time **You** fail to make a fair presentation of the risk insured, **We** may be entitled to cancel this **Policy** or reduce the amount of any claims payment in accordance with the provisions of the Insurance Act 2015.

Fair Presentation of a claim

If at any time during the process of making a claim **You**:

1 deliberately or recklessly conceal from **Us** any information which **You** know or ought to know might be material to **Our** consideration of any claim;

2 provide **Us** with information, which **You** know to be false in respect of the cause of the loss or the losses that **You** are claiming for;

3 use fraudulent means or devices, including suppressing a known defence to **Our** liability,

then **We** shall have the option to refuse to pay the whole or any part of that claim.

In the circumstances shown in 2 above, **We** shall have the option to:

A) terminate the cover provided by all sections of this **Policy** with effect from the date that such information was provided;

B) recover any sums paid to **You** in respect of losses occurring on or after the date that such information was provided; and

C) retain any and all premium **You** have paid.

Payment of Premium

Our Agreement

We shall provide cover in accordance with the terms and conditions of this **Policy** for which **You** shall pay **Us** the premium.

Premium Adjustments for Alteration of Risk

An alteration to **Your Policy** may reduce or increase the level of risk. As such **Your** premium may be affected. This means that:

1 **You** shall be required to pay **Us** any appropriate additional premium due where the risk is increased;

2 **We** shall return any premium due back to **You** where the risk is reduced, subject to minimum premiums.

Where the amount due from or to **You** is less than £25 no payment will be made or requested. Where **You** pay by instalments or under a linked loan agreement or payment schedule, **Your** remaining instalments will be adjusted to reflect any additional or return premium due.

Instalments Defaults

If **You** fail to pay instalment payments due under any linked loan agreement or payment schedule, **We** may cancel **Your Policy** and **Your** cover will end.

If You are having trouble paying the premium, You should contact Your broker to discuss Your options.

Cancellation

1 Our right to cancel this Policy

In addition to any cancellation remedies available to **Us** under 'Your Duty of Fair Presentation' **We**:

A) may cancel this **Policy** by giving 30 (thirty) days' written notice to either **Your** broker or **Your** last known address. **We** will refund any premium due of the difference (if any) between the adjusted premium for the period during which insurance was in force and the premium actually paid. **We** will only do this if **You** have not made a claim during the **Period of Insurance** and the amount to be refunded is greater than £25.

B) will cancel this **Policy** with immediate effect and without notice if **You**:

i) cancel any credit agreement relating to this **Policy** and then fail to pay **Us** immediately the full amount of the premium; or

ii) 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 or any other subsequent instalments of premium.

The time periods above commence from midnight on the day notice of cancellation is issued.

2 Your right to cancel this Policy

You may cancel this **Policy** at any time by contacting **Your** broker. **We** will pay **You** a pro-rata refund of the annual premium, with the exception of minimum and deposit premiums, provided that the amount to be refunded is greater than £25, and:

A) **You** have not made any claims; and

B) there are no notifiable incidents or claims,

in the current **Period of Insurance**.

Operation of Your Policy

Contracts (Rights of Third Parties) Act 1999

A person or company who was 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**.

This does not affect any right or remedy of a third party which exists or is available outside of the Act.

Law Applicable to this Policy

Unless the parties agree otherwise in writing, the law which applies to this **Policy** is the law which applies to the part of the United Kingdom, Channel Islands, or Isle of Man in which **You** are based.

Any legal proceedings in connection with this **Policy** will only take place in the courts of the part of the United Kingdom, Channel Islands or Isle of Man in which **You** are based.

Other Insurance

We shall not provide cover or be liable to provide any indemnity or payment 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**.

If any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this **Policy**, whether in whole or in part or from contributing rateably, then **Our** liability will be limited to any excess beyond the amount which would have been payable under such other insurance had this **Policy** not been effected.

Sanctions

We shall not provide cover or be liable to provide any indemnity or payment or other benefit under this **Policy** if and to the extent that doing so would breach any **Prohibition**.

If any **Prohibition** takes effect during the **Period of Insurance**, **We** or **You** may cancel that part of this **Policy** which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of this **Policy** is cancelled, **We** shall, if and to the extent that it does not breach any **Prohibition**, return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding.

For the purpose of this clause a **Prohibition** shall mean any prohibition or restriction imposed by law or regulation including but not limited to:

1 any prohibition or restriction under United Nations resolutions;

2 any prohibition or restriction under the trade and/or economic sanctions laws and/or regulations of the United Kingdom, the European Union, the United States of America (including secondary sanctions) or any other jurisdiction relevant to the parties; and

3 any licence requirement and/or regulations in respect of transit and/or export control, under those laws and/or regulations, unless such licence or regulatory approval has been obtained prior to the activity commencing and **We** have approved the provision of insurance for the activity concerned.

Section 1 Cargo Liability and Extensions

Cover

You are covered to the extent provided by this **Policy**:

1 Loss or damage

for **Your** liability under:

A) the **Insured Contract** under which **You** contracted with **Your Customer**; or

B) any **Insured Convention**,

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

2 Mis-delivery

for **Your** liability under:

A) the **Insured Contract** under which **You** contracted with **Your Customer**; or

B) any **Insured Convention**,

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

i) both the **Mis-delivery** and the physical loss or damage occur during the **Period of Insurance**;

ii) 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:

i) 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**;

ii) 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:

i) **You** had an effective system in continuous use throughout the **Period of Insurance** to contract with **Your Customers** under such contracts; and

ii) 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 **Road Transport** on **Your** behalf.

We will not pay claims for:

A) loss or damage caused by or arising from wear and tear;

B) any items referred to in the general definition of **Excluded Goods**, **Recorded Information**, or items E) to K) of **Thief Attractive Cargo**.

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

10 Transhipment and removal costs

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

A) transhipment and/or recovery of **Cargo**, **Own Goods** and/or **Third Party Equipment**; and/or

B) removal and/or clearance of damaged **Cargo**, **Own Goods** and/or **Third Party Equipment** from the site of the accident; and/or

C) disposal of damaged **Cargo**, **Own Goods** and/or **Third Party Equipment**,

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

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

11 Recorded Information

for **Your** liability under:

A) the **Insured Contract** under which **You** contracted with **Your Customer**; or

B) any **Insured Convention**,

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

This cover is subject to a **Sub-limit** of:

i) £10,000 any one **Event**;

ii) £50,000 in the aggregate,

but **We** will not pay more than the:

a) replacement cost of the medium upon and/or within which such **Recorded Information** was represented or stored; and

b) clerical and/or administrative cost of copying such **Recorded Information** on to fresh stationery or other storage medium.

12 Livestock and poultry

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

This cover is subject to **Sub-limits** of:

A) £2,000 any one animal;

B) £10 any one bird;

C) £50,000 any one **Vehicle**.

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

13 Incorrectly Received Goods

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

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

14 Legal Costs

for **Legal Costs**.

Optional Extensions

1 Deterioration

If the Deterioration Extension is shown as covered in the **Schedule** Exclusion 4B) of Section 1 (Cargo Liability and Extensions) does not apply to deterioration of Cargo caused as a direct result of a temperature controlled **Vehicle** (or temperature controlled **Container** whilst on a **Vehicle**) failing to maintain the temperature at which it was set or intended to be set.

2 Insured Trailers

If the Insured Trailers Extension is shown as covered in the **Schedule**, **You** are covered to the extent provided by this **Policy** for:

A) i) physical loss of or damage to any **Insured Trailers** owned by **You**;

ii) **Your** liability for physical loss of or damage to any other **Insured Trailers**,

occurring within the **Geographical Limits** during the **Period of Insurance**.

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

C) either:

i) normal hire purchase payments due if the **Insured Trailer** is the subject of a hire purchase agreement; or

ii) **Your** liability for lease or hire charges due to any party from whom the **Insured Trailer** is hired or leased; or

iii) charges paid or payable by **You** for hiring a replacement **Trailer** of similar type and gross weight,

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

a) **We** have admitted liability for such physical loss or damage under this Extension;

b) **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**.

D) 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:

i) recovery of the **Insured Trailer**; and/or

ii) removal and/or clearance of the damaged **Insured Trailer** from the site of the accident; and/or

iii) disposal of the damaged **Insured Trailer**.

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

E) **Legal Costs**.

Exclusions

You are not covered for any claim:

1 Contracts and Conventions

in respect of:

A) any additional liability arising from any:

i) 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

ii) 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

iii) other variation or amendment to the **Insured Contracts** or **Insured Conventions**.

B) failure to meet:

i) any agreed collection, delivery or release time or date; and/or

ii) any service standard.

C) any performance guarantee or penalty clause.

2 Excluded Goods

in respect of **Excluded Goods**.

3 Excluded Business Activities

in respect of:

A) **Cargo** whilst stored at a rental, or under a contract for storage and distribution, or held awaiting delivery instructions, or held for any other reason at the request of **Your Customer** or any other party;

B) household, office, factory or similar removals arranged or undertaken by **You**;

C) **Recorded Information** except as provided for in Cover 11 (Recorded Information) of Section 1 (Cargo Liability & Extensions);

D) **Livestock** and/or poultry except as provided for in Cover 12 (Livestock and poultry) of Section 1 (Cargo Liability & Extensions);

E) **Cargo** whilst being driven under its own motive power except whilst being loaded onto or off-loaded from any **Vehicle**.

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

F) **Cargo** or **Own Goods** being towed other than on a **Trailer**;

G) property other than **Cargo**, **Own Goods**, **Insured Trailers** and/or **Third Party Equipment**.

4 Excluded Perils

for:

A) inherent vice;

B) deterioration of **Cargo** unless caused by fire, theft, attempted theft or as a direct result of the collision or overturning of the conveying **Vehicle**;

C) hardening of tarmac, concrete or **Cargo** of a similar nature;

D) liability or costs arising from the emission, discharge, dispersal, release or escape of any Pollutant into or upon land, sea, the atmosphere, any watercourse or body of water (including: soil, sub-soil, sub-surface, coastal waters, surface water, lake, river or sea water, international waters or ground water).

5 Subcontractors

in respect of:

Cargo **Insured Trailers** and/or **Third Party Equipment** in the care, custody or control of **Subcontractors** unless:

A) the respective Section; and

B) **Vehicles** of **Subcontractors**:

i) are shown in the **Schedule** as covered.

ii) **Cargo** entrusted to any **Subcontractor** unless they have agreed in writing to accept no less liability than You have for such **Cargo**.

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

6 Lien

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

7 Failure to collect payment

for failure to collect payment for **Cargo**.

8 Replacement exceeding manufacturing cost

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

9 Death or injury

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

10 Misconduct

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

11 War and radioactivity

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

A) war, invasion, **Terrorism**, act of foreign enemy, hostilities (whether war be declared or not), military or usurped power, revolution, rebellion, insurrection or civil war;

B) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

C) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

D) the radioactive, toxic, explosive or other hazardous or contaminating properties of any:

i) nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

ii) radioactive matter, but not radioactive isotopes, other than nuclear fuel, when such isotopes are carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;

E) any chemical, biological, bio-chemical or electromagnetic weapon.

12 Authorities

A) Caused by, or contributed to by, or arising from destruction, damage, confiscation, seizure, expropriation, nationalisation, detention or requisition by any **Authority**.

B) For **Your** liability to any **Authority** for duties, taxes, fines and/or penalties.

13 Full Responsibility

in respect of **Full Responsibility** for:

A) loss or damage caused by or arising as a result of packing which was inadequate to withstand normal handling during transit;

B) wear, tear or gradual deterioration;

C) mechanical, electrical and/or electronic breakdown, failure and/or derangement.

14 Own Goods

in respect of **Own Goods**:

A) for loss or damage caused by or arising as a result of packing which was inadequate to withstand normal handling during transit;

B) for wear, tear and/or gradual deterioration;

C) for mechanical, electrical and/or electronic breakdown, failure and/or derangement;

D) comprising **Trailers**, **Containers**, motor vehicles, motor cycles and/or any items referred to in sub-clauses 8) and 9) of the general definition of **Thief Attractive Cargo**.

15 Insured Trailers and Third Party Equipment

in respect of:

A) **Insured Trailers** and/or **Third Party Equipment** for:

i) wear, tear and/or gradual deterioration;

ii) mechanical, electrical and/or electronic breakdown, failure and/or derangement;

iii) damage to tyres by punctures, cuts, bursts and/or the application of brakes;

iv) loss or damage caused by or arising from latent defect or defect in design, manufacture or maintenance of the **Insured Trailer** or **Third Party Equipment**;

v) seizure, detention or repossession;

vi) repatriation and/or repositioning;

B) any **Insured Trailer** which **You** have:

i) leased to any party;

ii) loaned or hired to any party other than a **Subcontractor** for the purposes of **Road Transport** on **Your** behalf;

C) mysterious disappearance and/or unexplained loss of any **Insured Trailer** loaned or hired out by **You**.

16 Livestock and poultry

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

A) death caused by or arising from natural causes;

B) **Livestock** and/or poultry unless in good health, free from injury and fit to travel at the commencement of transit;

C) **Livestock** conveyed other than in or on a **Vehicle** which is specifically constructed for that purpose;

D) **Livestock** and/or poultry temporarily housed or stored in the course of transit.

17 Recorded Information

in respect of Cover 11 (Recorded Information) for:

A) loss of or damage to **Recorded Information** unless caused by physical loss or damage to the storage medium;

B) the cost of retrieving and/or rebuilding and/or reworking any lost or damaged **Recorded Information** beyond the cost of copying.

18 Disease

A) caused by loss (whether physical or otherwise), destruction, or damage, or costs or expenses, directly or indirectly occasioned by, arising from, caused by, or in any way attributable to:

i) any form of pathogen or microorganism including but not limited to virus, bacteria, fungi and parasites; or

ii) any disease arising from any such pathogen or microorganism; or

iii) the threat or fear (actual or perceived) of i) or ii);

B) caused by any loss (whether physical or otherwise), destruction or damage subsequent upon A).

19 Cyber and Data

A) caused by **Cyber Loss** or;

B) directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Damage**, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Conditions

1 References

You must take:

A) reasonable precautions to check that any:

i) **Employees** engaged by **You** (other than those supplied to **You** on a temporary basis by agencies); and

ii) **Subcontractors** contracted by **You** after inception of this **Policy**,

are who they say they are and are of good character.

B) reasonable care in the selection of agencies supplying **You** with **Employees** on a temporary basis and/or security guards and **You** must not use any such person unless the supplying agency has confirmed that they undertake checks to ensure that any persons supplied are who they say they are and are of good character.

Where it is material to the type of loss, failure to comply with any of these requirements will result in **Us** not paying **Your** claim or **Your** settlement reduced.

2 Amounts payable

The maximum amount **We** will pay for any claim under this Section will be the lesser of any applicable:

A) **Limit of Indemnity**; 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 **Limit of Indemnity** and/or **Sub-limit**.

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

At **Our** option **We** will at any time pay:

i) the applicable **Limit of Indemnity** or **Sub-limit** (less any sums already paid); or

ii) any lesser amount for which the claim against **You** may be settled.

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

3 Thief Attractive Cargo

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

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

B) any applicable **Sub-limit**,

less the applicable **Excess** and any applicable co-insurance.

4 Vehicles covered

If at the time of any **Event** giving rise to a claim under this Section:

A) **You** own or operate more **Vehicles** than shown in the **Schedule**, **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) **You** own or operate larger **Vehicles** than shown in the **Schedule**, **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).

5 Full Responsibility

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

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

In any case **We** will not pay more than:

A) the value of the lost or damaged **Cargo**; or

B) the cost of repairing or re-instating the lost or damaged **Cargo**; or

C) the value of any part of the **Cargo** which is actually lost or damaged regardless of whether it affects the value of other parts of the **Cargo**,

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

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

6 Insured Trailer values

If the **Insured Trailer** Extension is shown as covered in the **Schedule**:

A) premium is charged on and the **Schedule** specifies the total value of **Insured Trailers** declared by **You**. The total value declared must represent:

   i) the total market value of all **Insured Trailers** owned by or loaned to **You**; and

   ii) 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:

   i) **Your** liability for physical loss of or damage to any such **Trailer** under any applicable lease, hire or other agreement; or

   ii) 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**:

   i) 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**;

   ii) the total value of **Insured Trailers** exceeds the total value declared shown in the **Schedule We** will not pay more than the proportion of the claim that the value declared bears to the actual value of the **Insured Trailers**.

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

Section 2 Employers' Liability

Cover

If this Section is shown as covered in the **Schedule We** will provide indemnity to any **Person Entitled to Indemnity**:

1 Legal liability

against legal liability for:

A) damages in respect of **Injury** of any **Person Employed** caused during any **Period of Insurance**:

i) in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; or

ii) while temporarily outside these territories,

arising out of and in the course of employment by **You** in the **Business**.

B) claimant's costs and expenses in connection with A) above.

2 Legal representation costs

In respect of:

A) costs of legal representation at any coroner's inquest or inquiry in respect of any death;

B) costs of legal representation at:

i) proceedings in any court arising out of any alleged breach of statutory duty resulting in **Injury** which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against **You**, any of **Your Employees** or directors or partners for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;

ii) any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success,

where **We** have an interest in the outcome of the proceedings.

C) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Section,

incurred with **Our** prior written approval.

3 Unsatisfied court judgements

In the event of a judgement for damages being obtained:

A) by any **Employee** or the personal representatives of any **Employee** in respect of **Injury** of the **Employee** caused during any **Period of Insurance** and arising out of and in the course of employment by **You** in the **Business**;

B) against any company or individual operating from premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man,

in any court situate in the territories specified in B) above; and

C) remaining unsatisfied in whole or in part six months after the date of such judgement,

at **Your** request **We** will pay to the **Employee** or their personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

i) there is no appeal outstanding;

ii) if any payment is made under the terms of this Cover the **Employee** or the personal representatives of the **Employee** shall assign the judgement to **Us**.

4 Compensation for court attendance

In the event of any of the undermentioned persons attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to indemnity under this Section, **We** will provide compensation to **You** at the following **Sub-limits** per day for each day on which attendance is required:

A) any of **Your** directors or partners £750;

B) any **Employee** £500.

Exclusions

You are not covered for any claim:

1 Radioactive Contamination

for legal liability of whatsoever nature directly or indirectly caused by, or contributed to by, or arising from:

A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,

where such legal liability is:

i) that of any principal;

ii) accepted under agreement and would not have attached in the absence of such agreement.

2 Road traffic legislation

for legal liability in respect of **Injury** for which **You** are required to arrange motor insurance or security in accordance with any road traffic legislation within the **British Isles** or European Union.

3 Fines or Penalties

for legal liability for:

A) fines or penalties;

B) the costs of appeal against any improvement or prohibition notices;

C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012;

D) compensation ordered or awarded by a Court of Criminal Jurisdiction.

Conditions

1 Amounts payable

The maximum amount **We** will pay under this Section will be the **Limit of Indemnity**. For the purposes of the **Limit of Indemnity**, all of the **Persons Entitled to Indemnity** under this Section 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 **You**, both as defined herein.

The **Limit of Indemnity** is £10,000,000 any one **Event**, but limited to £5,000,000 any one **Event** for any claim arising directly or indirectly out of **Terrorism**.

Any amounts payable for the costs and expenses of the claimant and the costs and expenses (incurred by **Us** or with **Our** written consent) of any **Person Entitled to Indemnity** are included in the applicable **Limit of Indemnity**.

At **Our** option **We** may at any time pay:

A) the applicable **Limit of Indemnity** (less any sums already paid); or

B) any lesser amount for which the claim against **You** may be settled.

We will then relinquish control of such claim and have no further liability in respect thereof.

The maximum amount **We** will pay under this Section in respect of any one **Event** during any **Period of Insurance** irrespective of the number of **Persons Entitled to Indemnity** having a claim under this **Policy** will be the **Limit of Indemnity**.

Section 3 Public/Products Liability

Cover

If this Section is shown as covered in the **Schedule** **We** will provide indemnity to any **Person Entitled to Indemnity**:

1 Legal liability

against legal liability for:

A) damages in respect of:

i) accidental **Injury** of any person;

ii) accidental loss of or damage to **Property**;

iii) nuisance; trespass to land or trespass to goods or interference with any easement right of air, light, water or way other than legal liability for damages which result from **Your** deliberate act or omission or which is a natural consequence of the ordinary conduct of the **Business** and which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission,

happening during any **Period of Insurance** in connection with the **Business**.

B) claimant's costs and expenses in connection with A) above.

2 Legal representation costs

A) costs of legal representation at any coroner's inquest or inquiry in respect of any death;

B) costs of legal representation at:

i) proceedings in any court arising out of any alleged breach of statutory duty resulting in **Injury** which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against **You**, any of **Your Employees** or directors or partners for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;

ii) any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success,

where **We** have an interest in the outcome of the proceedings;

C) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Section,

incurred with **Our** prior written approval.

3 Cross liabilities

If **You** comprise more than one party **We** will provide indemnity to each in the same manner and to the same extent as if a separate policy had been issued to each.

Provided that the total amount payable in respect of damages shall not exceed the **Limit of Indemnity**.

4 Compensation for court attendance

In the event of any of the undermentioned persons attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to indemnity under this Section **We** will provide compensation to **You** at the following **Sub-limits** per day for each day on which attendance is required:

A) any of **Your** directors or partners £750;

B) any **Employee** £500.

5 Contingent motor liability

Notwithstanding Exclusion 1 A) of Section 3 (Public/Products Liability), **We** will provide indemnity to **You** against legal liability arising out of the use in the course of the **Business** by any **Employee** of any mechanically propelled vehicle not belonging to nor provided by **You**.

Provided that **You** are not covered for any claim for legal liability:

A) in respect of loss of or damage to such vehicle or to property conveyed therein;

B) arising while such vehicle is being driven by **You**;

C) in respect of which **You** are entitled to indemnity under any other insurance;

D) arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

6 Overseas personal liability

We will provide indemnity to **You** and if **You** so request any of **Your Employees** or directors or partners against legal liability incurred in a personal capacity while temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the **Business**.

Provided that **You** are not covered for any claim:

A) for legal liability arising out of the ownership or occupation of land or buildings;

B) where indemnity is provided by any other insurance.

7 Data Protection Act

against legal liability to pay damages for damage or distress as described in UK Data Protection laws or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any replacement legislation in respect of any of the foregoing.

We will also pay claimant's costs and expenses which **You** are legally liable to pay in connection with any claim incurred with **Our** prior written approval.

Provided that **You** have paid the appropriate fee under the Data Protection (Charges and Information) Regulations 2018 or is exempt from doing so.

You are not covered for:

A) the payment of fines or penalties;

B) the costs of notifying any person regarding loss of **Data**;

C) the costs of replacing, reinstating, rectifying, erasing, blocking or destroying **Data**;

D) liability arising from or caused by a deliberate or intentional act or omission of any person eligible for indemnity if the result could reasonably have been expected by **You** or any other person having regard to the nature and circumstances of such act or omission;

E) claims which arise out of circumstances notified to previous insurers or known to **You** at inception of the **Policy**;

F) legal liability where indemnity is provided by any other insurance or elsewhere in this **Policy**.

Exclusions

You are not covered for any claim for legal liability:

1 Mechanical vehicles

arising from or out of the ownership, possession or use by or on **Your** behalf or any **Person Entitled to Indemnity** of any:

A) mechanically propelled vehicle other than legal liability arising out of:

i) the use of plant as a tool of trade on site;

ii) the use of plant at **Your** premises;

iii) the loading or unloading of any vehicle,

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law.

B) aircraft or other aerial device;

C) aerospatial device;

D) hovercraft;

E) water-borne vessel or craft other than:

i) hand-propelled or sailing craft in inland or territorial waters;

ii) craft used for business entertainment within inland or territorial waters.

2 Employers' Liability

for bodily injury or mental injury to or death, disease or illness of any **Person Employed** arising out of and in the course of employment by **You** in the **Business**.

3 Property in Your custody or control

for or arising from loss of or damage to any property which at the time of the **Event** giving rise to such legal liability is owned by or held in trust by **You** or in **Your** custody or control other than:

A) **Employees'**, directors', partners' or visitors' personal effects including vehicles and their contents;

B) premises and their contents not owned by or leased or rented to **You** at which **You** are undertaking work in connection with the **Business**;

C) premises and their fixtures and fittings leased or rented to **You** unless such legal liability:

i) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement;

ii) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings.

4 Pollution or contamination

caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any **Period of Insurance**.

Provided that all pollution or contamination which arises out of one incident shall be considered by **Us** for the purposes of this **Policy** to have occurred at the time such incident takes place.

5 Product defects and recall

A) in respect of loss of or damage to any:

i) product supplied by **You**;

ii) contract work executed by **You**,

caused by any defect therein or the harmful nature or unsuitability thereof for its intended purpose.

B) for the costs of recall, removal, repair, alteration, replacement or reinstatement of any:

i) product supplied by **You**;

ii) contract work executed by **You**,

necessitated by any known or suspected defect therein or the unsuitability thereof for its intended purpose.

6 Professional risks

arising from or in connection with:

A) advice;

B) design;

C) specification,

provided for a fee.

7 Contractual liability

arising from or in connection with any:

A) product supplied by **You**;

B) contract work executed by **You**,

where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement.

8 Disposed premises

for the costs of remedying:

A) any defect or alleged defect;

B) the presence of **Asbestos**, **Asbestos Dust**, or **Asbestos Containing Materials**,

in premises disposed of by **You**.

9 Fines or penalties

for:

A) fines or penalties;

B) the costs of appeal against any improvement or prohibition notices;

C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012;

D) compensation ordered or awarded by a Court of Criminal Jurisdiction;

E) aggravated exemplary or punitive damages awarded by any court outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

10 Radioactive contamination

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

A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

11 War and allied risks

arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

12 Fear of Asbestos

for mental injury or fear of suffering bodily injury, death, disease or illness, arising out of actual or suspected exposure to **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials**.

13 Asbestos removal costs

for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials**.

Conditions

1 Amounts payable

The maximum amount **We** will pay under this Section will be the **Limit of Indemnity**. For the purposes of the Limit of Indemnity, all of the **Persons Entitled to Indemnity** under this Section 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 **You**, both as defined herein.

For the purposes of this Section the term “Limit of Indemnity” shall mean:

A) the maximum amount **We** will pay under this Section for any claim or series of claims considered by **Us** to have occurred during any **Period of Insurance** in respect of claims for pollution or contamination of buildings or other structures or of water or land or of the atmosphere;

B) the maximum amount **We** will pay under this Section for all **Events** happening during any **Period of Insurance** for claims in respect of products supplied;

C) the maximum amount **We** will pay under this Section for any claim or series of claims arising out of any one **Event** for all other claims.

Irrespective of the number of **Persons Entitled to Indemnity** having a claim under this Section, the maximum amount **We** will pay will be the **Limit of Indemnity**.

At **Our** option **We** may at any time pay:

i) the applicable **Limit of Indemnity** (less any sums already paid for damages); or

ii) any lesser amount for which the claim against **You** may be settled,

less the applicable **Excess** and any applicable co-insurance.

We will then relinquish control of such claim and have no further liability in respect thereof.

Any amounts payable for the costs and expenses of the claimant and the costs and expenses (incurred by **Us** or with **Our** written consent) of any **Person Entitled to Indemnity** will be paid in addition to the applicable **Limit of Indemnity**.

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

Section 4 Legal Defence Costs

Cover

If this Section is shown as covered in the **Schedule** **You** and if **You** so request any of **Your** **Employees** or directors or partners are covered to the extent provided by this **Policy**:

A) for legal costs and other expenses incurred with **Our** written consent;

B) for costs awarded against **You** or any director, partner or **Person Employed**,

in connection with:

i) the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success;

ii) an offence alleged to have been committed during the **Period of Insurance** in the course of the **Business**,

but only in respect of proceedings brought as stated in Part A and B below.

Part A

In respect of a breach of:

1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health, safety and welfare of any **Person Employed** or any of **Your** directors or partners;

2 the Corporate Manslaughter and Corporate Homicide Act 2007.

The **Limit of Indemnity** applicable to Part A is £250,000.

Part B

In respect of a breach of:

1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health, safety and welfare of any person other than a **Person Employed**, or any of **Your** directors or partners;

2 Part II of the Consumer Protection Act 1987;

3 the Corporate Manslaughter and Corporate Homicide Act 2007.

The **Limit of Indemnity** applicable to Part B is £250,000.

You are only covered where **Injury** of any person or loss of or damage to **Property** has not occurred or where **We** cease to have an interest in the outcome of proceedings under Section 2 (Employers' Liability) and/or Section 3 (Public/Products Liability) if such Sections are shown as covered in the **Schedule**.

Exclusions

You are not covered for any claim:

1 Fines or penalties

A) for fines or penalties of any kind.

B) for the costs of appeal against any improvement or prohibition notice.

C) in respect of fees for intervention payable under the Health and Safety Fees (Regulations) 2012.

2 Injury or property damage

where **Injury** of any person or loss of or damage to property has occurred.

3 Deliberate act or omissions

in respect of proceedings consequent upon any deliberate act or omission by:

A) **You**;

B) any of **Your** partners or directors;

C) any **Employee** with any specific responsibility for compliance with the legislation specified in this Section,

which could reasonably have been expected to constitute a breach of the legislation specified in this Section.

4 Asbestos

for any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials**.

Conditions

1 Amounts payable

At **Our** option **We** may at any time pay:

A) the applicable **Limit of Indemnity** (less any sums already paid); or

B) any lesser amount for which the claim against **You** may be settled.

Where **We** are liable to indemnify more than one person, the maximum amount **We** will pay will be the **Limit of Indemnity**.

For the purposes of this Section the term "Limit of Indemnity" shall mean the maximum amount **We** will pay in respect of all costs and expenses arising out of all claims during any **Period of Insurance**.

2 Arbitration

Any dispute between **You** and **Us** in respect of this Section may be referred to a single arbitrator who shall be a solicitor or barrister agreed upon by both parties.

Failing agreement the arbitrator will be nominated by the President of the appropriate Law Society Bar Council or professional body within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

The party against whom the decision is made shall meet all the costs of the arbitration in full.

If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs.

If the decision is made in **Our** favour then **Your** costs shall not be recoverable under this **Policy**.

The seat of arbitration shall be the country of **Your** residence, and the arbitration shall be governed by the law of that seat. The arbitrator shall comply with any statutory duty of disclosure in relation to impartiality.

3 Legal Representation

You are free to choose a suitably qualified legal representative.

You agree that in respect of **Your** proposed representative:

A) the hourly rate (or such other fee basis as the case may be) to apply; and

B) the terms and conditions of such appointment,

shall be subject to **Our** prior approval.

In the event of a dispute regarding the amount of legal costs incurred by **Your** representative **You** agree that **We** will have the option to audit any files for the purpose of assessing the costs claimed.

Special Provision

1 Third party service provider

We shall pass notification to an independent third party service provider with whom **We** have an agreement which shall thereafter administer claims settlement on **Our** behalf.

General Conditions

1 Reasonable Precautions

You must:

A) take reasonable precautions to prevent or minimise any loss, damage or liability, or to cease any activity which may give rise to a liability under this **Policy** and to maintain all buildings, furnishings, ways, works, machinery, plant and vehicles in a sound condition;

B) as soon as reasonably practical after discovery cause any defect or danger to be made good or remedied and in the meantime cause such reasonable additional precautions to be taken as the circumstances may require.

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

i) reasonable costs incurred by **You**; and/or

ii) any costs incurred with **Our** prior written consent,

to minimise a claim under Section 1 (Cargo Liability and Extensions) which would exceed the applicable **Excess**.

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

Where it is material to the type of loss, failure to comply with any of these requirements will result in **Us** not paying **Your** claim or **Your** settlement reduced.

2 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 **Limit of Indemnity** or **Sub-limit**.

3 Legal Representation (Employers' Liability and/or Public/Products Liability)

In respect of Section 2 (Employers' Liability) and/or Section 3 (Public/Products Liability) where **We** provide **Our** consent to indemnify **You**, in respect of any legal costs and expenses in relation to any matter which may form the subject of a claim under such Sections **We** will choose an appropriate representative (be it solicitor or otherwise) to act on **Your** behalf.

We will provide **You** with details of the nominated appropriate representative prior to the representative's instruction.

In the event that **You** wish to appoint **Your** own representative, **You** shall provide prior notification of **Your** intention to do so and seek **Our** written consent.

4 Declaration of Turnover (Section 1 Cargo Liability and Extensions)

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:

i) 10% of the adjusted premium for the expiring period; or

ii) 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.

General Definitions

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

Asbestos

Crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite, or fibrous tremolite or any mixture containing any of those minerals.

Asbestos Containing Materials

Any material containing **Asbestos** or **Asbestos Dust**.

Asbestos Dust

Fibres or particles of **Asbestos**.

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.

Business

Contractor engaged in Road Transport conducted solely from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man including:

1 ownership, repair and maintenance of **Your** own property;

2 provision and management of canteen, social, sports and welfare organisations and first aid ambulance and medical services for the benefit of any **Person Employed**;

3 fire and security services maintained solely for the protection of premises owned or occupied by **You**;

4 private work undertaken by any **Person Employed** for any of **Your** directors or partners or **Employees** with **Your** prior consent;

5 attendance at or participation in trade fairs, shows and exhibitions by any **Employee** or director in connection with their employment;

6 the provision of car parks;

7 the provision of sponsorship of events and sponsorship of individuals;

8 repair or servicing of vehicles other than on a commercial basis;

9 attendance at or participation in trade fairs shows and exhibitions by any **Employee** or director in connection with their employment;

10 former activities of **Yours** as declared and agreed by **Us**,

but in respect of Section 2 shall not include any work undertaken **Offshore**.

Cargo

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

CMR

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

Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet, or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data processing media, networking equipment or back up facility, whether owned or operated by **You** or by any other party.

Consequential Loss

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

Container

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

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident

1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or

2 any partial or total unavailability or failure or series of related partial or total unavailabilities or failures to access, process, use or operate any **Computer System**.

Cyber Loss

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any **Cyber Act** or **Cyber Incident** but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.

Data

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any other information whatsoever.

Employee

Any:

1 person under a contract of service or apprenticeship with **You**; or

2 self employed person providing **You** with labour only; or

3 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, Kosovo, Latvia, Lithuania, Montenegro, Poland, Romania, Serbia, Slovakia, Slovenia, and Turkey (west of the Bosphorus only).

Event

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

Excess

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

Excluded Goods

1 Money, securities for money, negotiable instruments, savings stamps, unused postage stamps and/or anything of a similar nature.

2 Living creatures other than **Livestock** or poultry.

3 Precious metals and/or precious stones.

Full Responsibility

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

1 do not use contract conditions and do not wish to restrict **Your** liability for loss or damage to common law; or

2 use contract conditions but do not wish to restrict **Your** liability for loss or damage by application of their terms.

Geographical Limits

The geographical limits shown in the **Schedule**.

Incorrectly Received Goods

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

Injury

1 In respect of Sections 2 (Employers' Liability) and 4 (Legal Defence Costs) (Part A) – bodily injury, death, disease or illness.

2 In respect of Sections 3 (Public/Products Liability), and 4 (Legal Defence Costs), (Part B) – bodily injury, mental injury, death, disease, illness, wrongful arrest or false imprisonment.

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

1 **Trailers** owned by or hired, leased or loaned to **You**;

2 other **Trailers** which **You** have been instructed to insure or for which **You** have contracted to provide indemnity or accept responsibility,

provided that the Insured Trailers Extension is 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:

1 in respect of that part of any dispute agreed by **Us** to be covered by this **Policy**; and

2 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.

Limit of Indemnity

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**.

Livestock

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

Logistics UK (formerly FTA)

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

Mis-delivery

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

1 act; and/or

2 error; and/or

3 omission,

by **You**, any **Employee** and/or **Subcontractor**.

Offshore

Embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform, until disembarkation from the conveyance on to land upon return from such offshore rig or platform.

Own Goods

Goods, equipment and/or merchandise owned by or hired, leased or loaned to **You** and appertaining to **Your** activities as a contractor engaged in **Road Transport**.

Period of Insurance

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

Person Employed

1 A) **Employee**;

B) labour master and individuals supplied by them;

C) individual employed by labour only sub-contractors,

while under **Your** direct control and supervision.

2 individual undertaking study or work experience while under **Your** supervision.

3 person working under the Community Offender Act 1978 or similar legislation.

4 prospective employees being assessed by **You** as to their suitability for employment.

5 voluntary worker helper or instructor.

Person Entitled to Indemnity

1 **You**;

2 **Your** personal representatives in respect of legal liability incurred by You;

3 at **Your** request:

A) any principal;

B) any of **Your** directors or partners;

C) any **Person Employed**;

4 against legal liability in respect of which **You** would have been entitled to indemnity under this **Policy** if the claim had been made against **You**;

5 the officers committees and members of **Your** canteen social sports and welfare organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided;

6 any of **Your** directors or partners or **Employees** in respect of private work undertaken by any **Person Employed** for such director partner or **Employee** with **Your** prior consent,

each of whom shall as though **You** be subject to the terms of this **Policy** so far as they can apply.

Policy

The policy wording along with the **Schedule**, endorsements, statements of fact or documented assumptions which forms part of the legal contract between **You** and **Us**.

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).

Property

Material property but shall not include **Cargo**, **Data**, **Own Goods** nor **Third Party Equipment**.

RHA

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

Recorded Information

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

Road Transport

The carriage of **Cargo** by **Vehicles** shown as covered in the **Schedule**, including loading, unloading and incidental 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**.

Specified Contracts

Contracts agreed between **You** and **Your** customers and shown as covered in the **Schedule**.

Sub-limit

The maximum amount **We** will pay:

1 for any claim or series of claims arising out of any one **Event**; or

2 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 **Limit of Indemnity**.

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

1 Bottled perfumery.

2 Bottled spirits.

3 Clothing and/or footwear.

4 Non-ferrous metals.

5 Processed tobacco and/or tobacco products.

6 Articles made of or containing precious metals and/or precious stones.

7 Watches.

8 Computer equipment, mobile telephones, smartphones, electronic organisers and/or similar equipment, associated software and/or electrical and/or electronic accessories and/or printer cartridges.

9 Electrical and/or electronic equipment designed for recording, displaying and/or playing sound and/or images; portable satellite navigation equipment; electronic games consoles; electrical and/or electronic accessories and/or associated pre-recorded and/or pre-programmed media.

10 Microchips, microprocessors, central processing units, memory modules, motherboards, expansion boards and/or hi-tech components of a similar nature.

11 Vapes/e-cigarettes and related liquids, and nicotine pouches.

Third Party Equipment

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

2 **Containers** in **Your** or any **Subcontractor's** care, custody or control for the purposes of **Road Transport**; but not **Containers** owned by or hired, leased or loaned to **You**.

Trailer

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

Turnover

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

Under Constant Surveillance

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

Vehicle

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

Vehicles of Subcontractors

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

We/Our/Us

Intact Insurance UK Limited.

You/Your/Yourself

The Insured shown in the **Schedule**.

Your Customer

The party contracting **You** to perform **Road Transport**.

Your Personal Information

Data privacy is important to **Us** and **We** are committed to ensuring that personal data is protected. **Our** Privacy Notice details how **We** collect, use, share, and protect personal data. This can be found by going to **Our** website intactinsurance.co.uk/privacy-notice

If **You** would like a printed copy of the full notice (a large text version is available), please contact **Us**. Please be aware that telephone calls may be recorded for training and monitoring purposes.

We obtain **Your** personal data and that of any joint policyholders or other parties who may be covered by **Your Policy** from **You** or those individuals themselves, **Your** insurance broker if **You** have one, claims handling suppliers and third parties such as credit reference agencies, the DVLA and other insurance industry sources for example, the Motor Insurance Database, the Claims and Underwriting Exchange and fraud prevention databases.

We use personal data for a number of different purposes, for example to:

- manage **Your** application, quotation and/or **Policy**;
- process claims;
- prevent and detect fraud and financial crime;
- update existing and develop new products and services;
- carry out risk and pricing modelling; and
- meet **Our** legal and regulatory requirements.

We will always keep personal data confidential, however it may be necessary to share personal data with third parties where there is a valid reason to do so. For example, **We** may need to share personal data with:

- other parties involved in a claim and/or their representatives;
- contractors, partners, and suppliers who assist **Us** in the administration of **Your** application, quotation and/or **Policy** or help **Us** to process any claims; and
- government agencies, regulators, auditors, reinsurers, and fraud prevention agencies where required to fulfil **Our** legal, commercial, and regulatory obligations.

We will retain **Your** personal data (and that of any joint policyholders or other parties who may be covered) for as long as **We** have a business relationship with **You**. Once this relationship has ended (for example, **Your Policy** has expired, **Your** application is declined or **You** do not proceed with a quotation) **We** will only retain such personal data for as long as is necessary to satisfy **Our** legal, accounting or reporting obligations, or as necessary to resolve any disputes.

Data Protection Laws also gives **You** various rights over **Your** personal data. More details of these rights can be found in **Our** Privacy Notice.

You may request a copy of **Your** personal data from **Us** by writing to:

Data Protection Officer
Intact Insurance
The Capital Building
39 Old Hall Street
Liverpool
L3 9PP

Email: datasubjectrights@intactinsurance.co.uk

Employers' Liability Tracing Office

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

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

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the **Claimants**):

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

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

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

Making a Complaint

Our commitment to customer service

At Intact Insurance **We** are committed to going the extra mile for **Our** customers. If **You** believe that **We** have not delivered the service **You** expected, **We** want to hear from **You** so that **We** can try to put things right.

Our promise to You

We will:

- acknowledge all complaints promptly;
- investigate quickly and thoroughly;
- keep **You** informed of progress;
- do everything possible to resolve **Your** complaint;
- ensure **You** are clear on how to escalate **Your** complaint, if necessary.

Step 1

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

We aim to resolve **Your** concerns on an informal basis, within three business days. Where **We** have been able to, **We** will send **You** a letter confirming this. **We** will also explain how **You** may be able to refer the matter to the Financial Ombudsman Service if **You** subsequently decide that **You** are unhappy with the outcome.

Step 2

In the unlikely event that **We** are unable to resolve **Your** concerns through **Our** informal complaints process, **Our** Customer Relations Team will then review the matter on behalf of **Our** Chief Executive. Once **Our** Customer Relations Team have reviewed **Your** complaint, they will send **You** a final decision in writing within 8 weeks of the date **We** received **Your** complaint.

Our Customer Relations Team's contact details are as follows:

Post: Intact Insurance Customer Relations Team, PO Box 255, Wymondham NR18 8DP

Email: customerrelations@intactinsurance.co.uk

If You are still not happy

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

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

Telephone: 0800 023 4567 (free from mobile phones and land lines)

0300 123 9123 (costs no more than calls to 01 or 02 numbers)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

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

Compensation

Intact Insurance UK Limited is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **We** cannot meet **Our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the Financial Services Compensation Scheme website at www.fscs.org.uk.

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UKC04404F June 2026