



Combined Freight Liability and Public Liability Insurance for Motorcycle Couriers

Your Policy Terms and Conditions



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ACE European Group Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority in the United Kingdom.

UK & European Combined Freight & Liability Policy



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ACE European Group Limited is authorised and regulated by the Financial Conduct Authority

In consideration of the Insured paying the Premium to ACE EUROPEAN GROUP LIMITED (hereinafter called "the Company") and having made a Proposal which shall be the basis of this contract and is deemed to be incorporated herein

The Company agrees to indemnify the Insured in the terms of this Policy and subject to the Limits of Liability against all sums which the Insured shall become legally liable to pay as damages

Section 1. Employer's Liability

in respect of Bodily Injury sustained by any Employee caused during the Period of Insurance within the Territorial Limits and arising out of and in the course of employment by the Insured in the Business

Section 2. Public and Products Liability

in respect of accidental

- A. Bodily Injury occurring
- B. Damage to material property occurring
- C. Trespass Nuisance or Obstruction occurring
- D. Personal and Advertising Injury offences committed

during the Period of Insurance within the Territorial Limits and arising in connection with the Business.

Section 3. Freight Liability

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

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

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

the Company will provide the insurance described in this Policy, subject to the terms and conditions, for the period of insurance shown and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium,¹

The Company will also pay Costs and Expenses in respect of any occurrence to which this Policy applies.

SIGNED for and on behalf of the
Company

Andrew Kendrick *President*

This Policy shall constitute the entire contract between the parties, and should be examined and if incorrect returned immediately for alteration

ACE European Group Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority in the United Kingdom.

Registered in England Number 1112892 at Ace Building, 100 Leadenhall Street, London EC3A 3BP.

One of the ACE Group of Insurance and Reinsurance Companies.

Contents

Your Policy Schedule (See your attached document)

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

Definitions - Applying to Section 1 and Section 2	Page 5
Extensions - Applying to Section 1 and Section 2	Page 8
Exclusions - Applying to Section 1 and Section 2	Page 12
Conditions - Applying to Section 1 and Section 2	Page 16
Special conditions - Applying to Section 1 and Section 2	Page 18
Claims Procedures - Applying to Section 1 and Section 2	Page 18
Introduction to Section 3	Page 19
I How we will deal with your claims	
ii Law and Jurisdiction	
iii Interpretation	
iv Declaration	
v Cancellation	
vi Fraud	
Definitions - Applying to Section 3	Page 21
Your Cover - Applying to Section 3	Page 23
General Conditions - Applying to Section 3	Page 24
i How we will deal with your claims	
ii Law and Jurisdiction	
Your Benefits - Applying under Section 3	Page 26
I Legal Costs	
ii Own Goods	
iii Expenses	
iv Consequential or Indirect Loss	
v Riders' Personal Effects	
vi Common Law Contingent Cover	
vii Sub-Contractors' Contingent Cover	
viii Unwitting CMR	
ix General Average	
x Sub-Contractors Excess Recovery	
xi Commercial Considerations	
Optional Benefits - Applying under Section 3	Page 28
i Temperature Controlled Goods	
ii Errors & Omissions committed by You	
Exclusions - Applying to Section 3	Page 29
Claims Procedures - Applying to Section 3	Page 30
Conditions - Applying to the Whole Policy	Page 31
Data Protection	
Sanction Limitation	
Complaints Procedure - Applying to the Whole Policy	Page 32

Definitions Applying to Section 1 and Section 2

1. **Advertisement** means a notice which is broadcast or published to the general public or specific market segments about the Insured's Products or services for the purpose of attracting customers or supporters.
2. **Bodily Injury** means bodily injury to any person and includes
 - 2.1 death illness and disease
 - 2.2 mental injury anguish or nervous shock sustained by any person as a result of actual or threat of bodily injury death illness or disease.
3. **Business** means the Business described in the Schedule and includes
 - 3.1 in connection with such Business
 - a) the sale or supply of food and/or drink to Employees or others
 - b) the provision of fire first aid security and ambulance services by the Insured and maintenance of the Insured's premises
 - 3.2 the provision by the Insured of sports social and welfare organisations primarily for employees
 - 3.3 private work undertaken by any Employee for any director, partner or employee of the Insured.
4. **Costs and Expenses** means
 - 4.1 costs and expenses recoverable by any claimant from the Insured
 - 4.2 costs and expenses incurred with the written consent of the Company
 - 4.3 the solicitor's fees for representation at any coroner's inquest or fatal accident inquiry or in any court of summary jurisdiction
 - 4.4 compensation to the Insured at the following rates per day for each day on which any of the following persons attend court as a witness at the request of the Company
 - a) any director or partner of the Insured GBP 250
 - b) any Employee GBP 100
5. **Damage** includes loss.
6. **Employee** means any person under a contract of service or apprenticeship with the Insured. Employee also includes the following while working for the Insured in connection with the Business, in which case they will be considered to be employed by the Insured:
 - 6.1 any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the Insured
 - 6.2 any labour master and any person supplied by him
 - 6.3 any person engaged as a labour-only sub-contractor and any person supplied by him
 - 6.4 any self-employed person performing work of a kind ordinarily performed under a contract of service or apprenticeship with the Insured
 - 6.5 any person supplied to the Insured under a contract or agreement the terms of which deem such person to be in the employment of the Insured for the duration of such contract or agreement
 - 6.6 any work experience student or trainee.

7. **Insured** means the party or parties described as such in the Schedule.
8. **Limit of Liability** means
- 8.1 under Section 1 of this Policy the maximum amount as stated in the Schedule which the Company shall be liable to pay as damages and Costs and Expenses in respect of any one claim against the Insured or series of claims against the Insured arising out of any one occurrence and for the purpose of such Limit of Liability the Insured shall be deemed to include all parties entitled to indemnity under this Policy regardless of whether such parties are designated as the Insured
- 8.2 under Section 2 of this Policy the maximum amount as stated in the Schedule which the Company shall be liable to pay as damages as a result of any one occurrence or of any series of occurrences arising directly or indirectly from one source or original cause.

For the purpose of this Definition, occurrence or occurrences also means offence or offences

Provided always that the liability of the Company

- a) for all damages payable in respect of all Bodily Injury and Damage occurring during any one Period of Insurance and caused by Products shall not exceed the Limit of Liability for Section 2 stated in the Schedule
- b) for all damages payable in respect of all Personal and Advertising Injury offences committed during any one Period of Insurance shall not exceed the Limit of Liability for Section 2 stated in the Schedule.
9. **Period of Insurance** means the period stated in the Schedule or any subsequent period for which the Insured shall have paid and the Company shall have accepted a renewal premium.
10. **Personal and Advertising Injury** means injury other than Bodily Injury occurring as a direct result of any of the following offences
- 10.1 false arrest, detention or imprisonment or malicious prosecution
- 10.2 wrongful entry or eviction which interferes with the right of private occupancy
- 10.3 oral or written publication of material in any Insured's Advertisement which constitutes slander or libel or disparages goods, products or services
- 10.4 oral or written publication of material which violates the right of privacy of a person
- 10.5 misappropriation of advertising ideas in any Insured's Advertisement
- 10.6 infringement of copyright, Trade Dress or slogan in any Insured's Advertisement.

In the event of a series of the same Personal and Advertising Injury offences being committed over a period of time

- a) all offences of such series shall be treated as though they were committed on the date of the first of such offences committed during the Period of Insurance
- b) no indemnity shall be provided hereunder in respect of any offences committed prior to the inception date of this Policy
- c) no indemnity shall be provided hereunder in respect of any offences committed after the expiry of the Period of Insurance.
11. **Products** means anything sold, supplied, altered, constructed, repaired, serviced, designed, tested, installed or processed by or on behalf of the Insured including containers, packaging or labelling and which is not in the possession of the Insured at the time of the occurrence.

12. Territorial Limits means anywhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands.

Elsewhere in the world the indemnity granted by

- 12.1 Section 1 of this Policy is extended to apply in respect of any Employee whilst temporarily outside the Territorial Limits stated above, provided that such Employee normally resides within the Territorial Limits stated above
- 12.2 Section 2 of this Policy is extended to apply in respect of the activities (excluding manual work outside the member countries of the European Union) in the course of the Business of the directors, partners and/or Employees of the Insured temporarily engaged outside the Territorial Limits stated above other than in the United States of America or Canada
- 12.3 Section 2 of this Policy shall apply to occurrences anywhere in the world (other than in the United States of America or Canada) caused by Products supplied from or worked upon in the Territorial Limits stated above.

13. Trade Dress means any right enforceable at law to the extent that it relates to the overall visual appearance of a business and its products and/or services and the manner in which they are packaged and/or presented.

14. Trespass Nuisance or Obstruction means trespass nuisance or obstruction or interference with any easement right of air light water or way.

15. Proposal means any signed proposal form and declaration and any Statement of Fact and any information in connection with this insurance supplied by or on behalf of the Insured in addition thereto or in substitution therefore whether at the time of acceptance or prior or subsequent thereto.

16. Statement of Fact means the document setting out information provided by the Insured or their representative as being relevant to the cover applied for and assumptions the Company has made about factual circumstances relevant to the cover and which are confirmed by the Insured as true and correct.

Extensions Applying to Section 1 and Section 2

Indemnity to Principals and Others

1. The Company will also indemnify in the terms of this Policy
 - 1.1 in the event of the death of the Insured his/her legal personal representative in respect of liability incurred by the Insured
 - 1.2 any principal with whom the Insured has entered into an agreement to the extent required by such agreement but only in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
- and at the request of the Insured
- 1.3 any officer or member of the Insured's catering sports social and welfare organisations and fire first-aid or ambulance services
 - 1.4 any director partner or employee of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
 - 1.5 any director partner or employee of the Insured in respect of liability for private work undertaken by Employees with the consent of the Insured

Provided that

- a) such person(s) shall not be entitled to indemnity under any other policy
- b) such principal/person(s) shall as though he/they were the Insured be subject to the terms of this Policy in so far as they can apply
- c) the Limit of Liability shall not be increased hereby.

Cross Liabilities

2. Where more than one party comprises the Insured any claim by one Insured against any other Insured shall be treated as though the party so claiming is not an insured party provided that the Limit of Liability shall not be deemed to be increased hereby.

This Extension does not apply in respect of Personal and Advertising Injury.

Damage to Leased or Rented Premises

3. Exclusion 4.2 of this Policy does not apply to premises (including fixtures and fittings) leased or rented to the Insured

Provided that this Extension shall not apply in respect of

- a) liability assumed under any contract or agreement unless such liability would have attached in the absence of such contract or agreement
- b) Damage to any such premises which is insured under any property or fire insurance policy arranged by the Insured or under which the Insured is entitled to indemnity in respect of such Damage.

Data Protection Act

4. Personal and Advertising Injury also means damage or distress occurring as a result of an offence under Section 13 of the Data Protection Act 1998 committed during the Period of Insurance within the Territorial Limits and arising in connection with the Business

Provided that this Extension shall not apply to liability

- a) in respect of the costs and expenses of rectifying or erasing Data or Personal Data
- b) arising from fraud or dishonesty

- c) arising from any agreement to store process or supply Data or Personal Data for a fee or by reciprocal arrangement.

“Data” and “Personal Data” have the meanings defined in the Data Protection Act 1998.

Defective Premises Act

- 5. The Company will indemnify the Insured in the terms of Section 2 of this Policy against legal liability incurred by the Insured by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by the Insured

Provided that this Extension shall not apply in respect of the cost of remedying any defect (or alleged defect) in such premises.

Legal Defence Costs

- 6. The Company will indemnify the Insured or, at the request of the Insured, any Employee director or partner of the Insured, against legal costs and expenses incurred with the prior approval of the Company in the defence of any criminal proceedings brought for a breach of

Health and Safety at Work Act

- 6.1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, or

Consumer Protection Act, Part II

- 6.2 Part II of the Consumer Protection Act 1987

committed during the Period of Insurance in the course of the Business, including legal costs and expenses incurred with the prior approval of the Company in an appeal against conviction arising from such proceedings

Provided that this Extension shall not apply to

- a) fines or penalties imposed by any court
- or
- b) proceedings consequent upon any deliberate act or omission.

Motor Contingent Liability

- 7. Exclusions 9.2 and 15 of this Policy do not apply in respect of legal liability of the Insured named in the Schedule arising from the use in connection with the Business of any motorcycle not the property of nor provided by the Insured

Provided that this Extension shall not apply in respect of

- a) Damage to any such motorcycle or its contents
- b) liability arising while such motorcycle is being
 - i) driven by the Insured
 - ii) driven with the general consent of the Insured or of the representative of the Insured by any person who to the knowledge of the Insured or of such representative does not hold a valid licence to drive such motorcycle unless such person has held and is not disqualified from holding or obtaining such a licence
 - iii) used elsewhere than within the member countries of the European Union.

Part 1.4 of Extension 1 does not apply to this Extension.

Personal Liability Overseas

8. The Company will indemnify in the terms of Section 2 of this Policy the Insured and at the request of the Insured any director partner or Employee of the Insured or spouse of any such person against legal liability for damages in respect of Bodily Injury or Damage to material property arising from personal activities while temporarily outside the Territorial Limits in connection with the Business

Provided that this Extension shall not apply in respect of

- a) liability arising from the ownership or occupation of any land or building
- b) liability insured by any other policy of insurance

and that any such director partner Employee or spouse shall as though he/they were the Insured be subject to the terms of this Policy in so far as they can apply.

Vendors Indemnity

9. At the request of the Insured the Company will indemnify in the terms of Section 2 of this Policy any person or organisation (herein referred to as "vendor") but only with respect to Bodily Injury or Damage to material property arising out of the Insured's Products distributed or sold in the regular course of the vendor's business

Provided that

- a) this Extension shall not apply in respect of liability arising from
 - i) any express warranty unauthorised by the Insured
 - ii) any physical or chemical change in the form of the Products made intentionally by the vendor
 - iii) repacking unless unpacked solely for the purpose of inspection demonstration testing or the substitution of parts under instruction from the Insured and then repacked in the original container
 - iv) demonstration installation servicing or repair operations except demonstration performed at the vendor's premises in connection with the sale of the Products
 - v) Products which after distribution or sale by the Insured have been labelled or re-labelled or used as a container part or ingredient of any other thing or substance by or for the vendor
- b) this Extension shall not apply to any person or organisation from whom or which the Insured has acquired such Products or any ingredient part or container entering into accompanying or containing such Products
- c) such vendor shall as though he/they were the Insured be subject to the terms of this Policy in so far as they can apply
- d) the Limit of Liability shall not be increased hereby.

Unsatisfied Court Judgements

10. In the event of a judgment for damages being obtained
 - 10.1 by any Employee or the personal representatives of any Employee in respect of Bodily Injury to the Employee caused during the Period of Insurance and arising out of and in the course of employment by the Insured in the Business against any company or individual other than the Insured operating from premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in any court situate in the aforesaid territories, and
 - 10.2 remaining unsatisfied in whole or in part six months after the date of such judgment

then subject otherwise to the terms exclusions limitations and conditions applicable to Section 1 of this Policy the Company will at the request of the Insured pay under Section 1 to the Employee or the personal representatives of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgment to the Company
- c) all reasonable steps necessary have been taken to recover monies due from the party against whom the judgment was obtained
- d) this Extension shall not apply if Section 1 is not insured under this Policy.

Exclusions Applying to Section 1 and Section 2

- Radioactive Contamination**
1. This Policy does not apply to liability of whatsoever nature directly or indirectly caused by contributed to by or arising from
 - 1.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - 1.2 the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- but in respect of Bodily Injury sustained by any Employee this Exclusion shall apply only when the Insured under a contract or agreement has either undertaken
- a) to indemnify another party or
 - b) to assume the liability of another party
- in respect of such Bodily Injury.

THE FOLLOWING EXCLUSIONS (2-14) DO NOT APPLY TO SECTION 1 OF THIS POLICY

Section 2 of this Policy does not apply to liability

- Contractual Liability**
2. assumed under any contract or agreement in respect of
 - 2.1 Damage to contract or temporary works to be executed by the Insured and/or their sub-contractors and/or to any materials plant tools and other property for use in connection therewith
 - 2.2 Bodily Injury or Damage to material property arising from or caused by Products
 - 2.3 Personal and Advertising Injury
- unless such liability would have attached in the absence of such contract or agreement or such liability arises from an applicable statutory implied condition or warranty relating to the fitness for purpose or quality or safety of any Products
- Employees**
3. in respect of Bodily Injury sustained by any Employee arising out of and in the course of employment by the Insured in the Business
- Custody or Control**
4. in respect of Damage to property
 - 4.1 belonging to the Insured
 - 4.2 in the custody or control of the Insured or any Employee or agent of the Insured other than
 - a) personal effects (including motorcycles) belonging to visitors, directors partners and Employees of the Insured
 - b) premises (including their contents) not leased or rented to the Insured but temporarily occupied by the Insured for the purpose of carrying out work
- Damage to Products**
5. in respect of Damage to or any costs or expenses claimed or incurred for repair removal replacement recall disposal or loss of use of any Products out of which the occurrence arises

- Aircraft Products** 6. arising from Products knowingly supplied for use or installation in or on any aircraft or Aerospatiale device which could affect the navigation flying capabilities or safety of such aircraft or device
- Fines and Penalties** 7. for fines liquidated damages or under any penalty clause
- Advice** 8. arising out of the provision of or failure to provide any instruction advice information or professional service in return for a fee
- Aircraft Watercraft Motorcycles** 9. arising from or caused by the ownership possession control or use by or on behalf of the Insured of
- 9.1 any aero spatial device or any airborne or waterborne craft or vessel (other than manually propelled waterborne craft) or the loading or unloading of such craft or vessel
- 9.2 any mechanically propelled motorcycle or trailer attached thereto
- a) in circumstances for which insurance or security is required in accordance with any road traffic legislation in force within the member countries of the European Union
- b) whilst being used on any public road in any other country whether or not insurance in respect of liability therefore is compulsory
- or the loading or unloading of such motorcycle or trailer attached thereto
- Provided that if there is no indemnity afforded by any motor or other insurance policy this Exclusion shall not apply to liability arising from
- i) the act of loading or unloading or the bringing to or taking away of a load from such motorcycle or trailer
- ii) the operation of plant as a tool of trade within the member countries of the European Union but only insofar as such liability is not the subject of compulsory insurance or security in accordance with any road traffic legislation in force in such countries
- Pollution** 10. arising out of the discharge dispersal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants into or upon land the atmosphere or any water course or body of water; but this Exclusion does not apply to Bodily Injury or Damage to material property if such discharge dispersal release or escape is sudden and accidental
- Personal and Advertising Injury** 11. in respect of Personal and Advertising Injury
- 11.1 arising out of oral or written publication of material
- a) if the first oral or written publication of the same or similar material took place prior to the commencement date of this Policy, or
- b) which to the knowledge of the Insured is false
- 11.2 arising out of a breach of contract other than misappropriation of advertising ideas under an implied contract
- 11.3 arising out of the failure of goods products or services to conform with advertised quality or performance

- 11.4 arising out of the wrong description of the price of goods products or services
- 11.5 committed by an Insured whose business is advertising broadcasting publishing or telecasting

Provided that this Exclusion 11.5 does not apply to the offences described in parts 10.1 and 10.2 of Definition 10

War 12. directly or indirectly occasioned by happening through or in 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

Asbestos 13. for any loss demand claim or suit arising out of or related in any way to asbestos or asbestos-containing materials.

The Company shall have no duty of any kind with respect to any such loss demand claim or suit

Use of Heat 14. arising from the use of electric oxy-acetylene or similar welding or cutting equipment blow lamps or blow torches away from the Insured's premises

THE FOLLOWING EXCLUSIONS (15-18) DO NOT APPLY TO SECTION 2 OF THIS POLICY

Section 1 of this Policy does not apply to liability

Employee Passengers 15. for which compulsory motor insurance or security is required under any road traffic legislation in force within any member country of the European Union

Employees Offshore 16. to any Employee arising while Offshore.

Offshore means from the time of embarkation on to a vessel or aircraft for conveyance to any Offshore Rig, Offshore Platform or Offshore Installation including associated accommodation, until disembarkation from a conveyance on to land upon return therefrom.

Offshore Rig means any offshore structure (including a mobile offshore drilling unit) containing a derrick or mast, draw-works and attendant surface equipment for the purposes of performing, drilling or workover operations.

Offshore Platform or Offshore Installation means any immobile offshore structure from which development wells are drilled and/or produced

Terrorism

17. caused by or arising from

a) an Act of Terrorism

and/or

b) Bodily Injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

For the purpose of this Exclusion an Act of Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear

Provided that this Exclusion shall only apply in respect of payments of amounts in excess of GBP5,000,000 for any one claim or series of claims arising out of any one occurrence.

If the Company alleges that by reason of this Exclusion any liability is not covered by this Policy, the onus of proving to the contrary shall be upon the Insured

Asbestos

18. for any loss demand claim or suit arising out of or related in any way to asbestos or asbestos-containing materials.

The Company shall have no duty of any kind with respect to any such loss demand claim or suit

Provided that this Exclusion shall only apply in respect of payments of amounts in excess of GBP5,000,000 for any one claim or series of claims arising out of any one occurrence.

Conditions Applying to Section 1 and Section 2

- Interpretation**
1. This Policy and the Schedule shall be read together as one document and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
- Choice of Law**
2. This Policy of insurance shall be governed by and construed in accordance with the laws of England and Wales and the Commercial Court, Queen's Bench Division of the High Court of Justice, Royal Courts of Justice, The Strand, London WC2A 2LL shall have exclusive jurisdiction in respect of any dispute arising under or in connection with this Policy, including any dispute as to the formation or validity of the Policy.
- Alteration**
3. The Insured shall give notice to the Company of any material alteration or change in circumstances affecting the risk covered and until the Company shall have agreed in writing to accept liability for such altered risk the Company shall not provide an indemnity in respect of liability arising from such altered circumstances.
- Precautions**
4. It is a condition precedent to any liability of the Company under this Policy that the Insured at their own expense take all reasonable precautions to prevent occurrences which may give rise to liability under this Policy and all reasonable steps
 - 4.1 to comply with all applicable statutory requirements and to maintain their ways works machinery plant and premises in good order and repair
 - 4.2 to ensure that their Products are free from defect and fit for the purposes intended and comply with all statutory obligations and regulations imposed by any authority before possession thereof is relinquished to others
 - 4.3 to remedy any defect or danger upon discovery thereof and take such additional precautions as the circumstances may require
 - 4.4 in the selection of employees.
- Discharge of Liability**
5. The Company may at its sole discretion in respect of any occurrence or occurrences covered by this Policy pay to the Insured the Limit of Liability applicable to such occurrence or occurrences (but deducting therefrom any sum or sums already paid), or any lesser sum for which the claim or claims arising from such occurrence or occurrences can be settled and the Company shall thereafter be under no further liability in respect of such occurrence or occurrences except for the payment of Costs and Expenses incurred prior to the date of such payment and for which the Company may be responsible hereunder (unless the Limit of Liability is stated to be inclusive of Costs and Expenses).
- Non-Contribution**
6. If at the time of the happening of any occurrence covered by this Policy there is any other existing insurance whether effected by the Insured or not covering the same liability the Company shall not be liable to indemnify the Insured in respect of such liability except so far as concerns any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.
- Premium Adjustment**
7. If the first and renewal premiums under this Policy have been calculated (wholly or in part) upon estimates furnished by the Insured, the Insured shall keep proper records containing all particulars relative thereto and the Company shall be allowed to inspect such records at all reasonable times. The Insured shall within one month from the expiry of each Period of Insurance supply to the Company such particulars as the Company may require, whereupon the premium for such period shall be adjusted and the difference paid by or allowed to the Insured as the case may be, subject to any Minimum Premium specified in the Schedule.

Cancellation

8. The Company may cancel this Policy by sending not less than 30 days' notice thereof by recorded delivery letter to the Insured at the Insured's last known address. In such event the Company shall make a return of the proportionate part of the premium in respect of the unexpired Period of Insurance from the effective date of cancellation or if the premium has been based wholly or partly on any estimates the premium shall be adjusted in accordance with Condition 8.

Where any premium payable by direct debit instalments is not received, the Company will request payment for that unpaid premium in writing. If payment is not received within 15 days of that request, the Policy will be cancelled with effect from the date on which the initial unpaid direct debit was due.

Contracts (Rights of Third Parties) Act

9. A person or company who is not a party to this Policy has no rights under the Contracts (Rights of Third Parties) Act 1999 in respect of this Policy. This Condition does not affect any right or remedy which exists or is available notwithstanding such Act.

Special Conditions Applying to Section 1 and Section 2

Non-Avoidance

1. The indemnity granted by Section 1 of this Policy is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain Northern Ireland the Isle of Man or the Channel Islands but the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law.

Claims Procedures Applying to Section 1 and Section 2

Claims Procedure

1. It is a condition precedent to any liability of the Company under this Policy that in the event of any occurrence giving rise to or which may give rise to a claim under this Policy
 - 1.1 the Insured shall
 - a) give written notice thereof (and full particulars of the occurrence) to the Company as soon as possible
 - b) notify the Company in writing immediately he/they shall have knowledge of any impending prosecution inquest or fatal accident inquiry in connection with any occurrence for which there may be liability under this Policy
 - c) forward to the Company immediately on receipt every claim notice letter verbal notice of claim or other originating process or any other document served on the Insured
 - d) give all such information and assistance as the Company may require
 - 1.2 the Insured or any other party who may be entitled to indemnity under this Policy shall NOT negotiate admit liability or make any promise payment or settlement without the Company's written consent
 - 1.3 the Company shall be entitled
 - a) if and so long as it desires, to take over and to have the sole conduct and control of any claim and legal proceedings or alternative disputes resolution relating thereto in the name of the Insured and shall have full discretion in the settlement of any claim
 - b) to prosecute in the name of the Insured but for the Company's benefit any claim for compensation or indemnity.

Introduction to Section 3

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

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

ONE

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

TWO

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

THREE

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

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

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

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

Important

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

The law applicable to this Policy

The laws of England and Wales will govern Your Policy.

Interpretation

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

Declaration

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

You will allow Us access to those records.

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

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

Cancellation

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

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

Fraud

A) If a claim made by You or anyone acting on Your behalf, or any person claiming to be indemnified, is fraudulent or exaggerated, whether ultimately material or not;

or

B)

- (i) A false declaration or statement is made; or
- (ii) A fraudulent device is used

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

- (i) Avoid the Policy from the inception of this insurance

or

- (ii) Cancel the Policy from the date of the loss or alleged loss and repudiate the claim

or

- (iii) Repudiate the claim

Definitions Applying to Section 3

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

All Risks

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

Any One Loss

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

One Event

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

CMR

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

C.O.D.

Cash On Delivery

Consignment

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

Enclosed Premises

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

Excess

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

General Average

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

Goods

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

Policy

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

Rider

The person in charge of operating the Motorcycle and its trailer for the purpose of a delivery of goods

Schedule

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

Statement of Fact

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

Sub-contractor

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

Territorial Limits

Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, British Isles, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia and Montenegro, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey (west of the Bosphorus), Vatican City

Excluding shipments to/from or within any of the OFAC Sanctioned Countries namely Iran, Cuba, Syria, North Korea or North Sudan &/or Countries where legislation or sanctions prohibit the placing of insurance with ACE European Group Limited.

Transit

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

Temporary storage does not include Goods stored:

- (i) at a rental
- (ii) by agreement
- (iii) subject to a contract for storage
- (iv) subject to a contract for storage and distribution

Unattended

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

Motorcycle

Motorcycles and its Trailer

Motorcycle Load Limit

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

We/Us/Our

The Insurer named in the Schedule to this Policy.

You/Your(s)/Yourself

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

Your Cover Applying under Section 3

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

- A** Liability under the CMR Convention at 8.33 Special Drawing Rights per kilo for Goods carried to or from the following countries:

Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, British Isles, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia and Montenegro, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey (west of the Bosphorus), Vatican City

Excluding shipments to/from or within any of the OFAC Sanctioned Countries namely Iran, Cuba, Syria, North Korea or North Sudan &/or Countries where legislation or sanctions prohibit the placing of insurance with ACE European Group Limited.

- B** Goods for which You have accepted a contractual liability for All Risks of physical loss or damage whilst in Your custody or control for Transit
- C** Contingent Liability cover for Goods in the custody or control of Sub-Contractors but the benefit of this insurance shall not pass to any Sub-Contractor
- D** Cabotage – Liability as under Cover C if You carry Goods within the individual borders of those countries shown in Cover A. Limit of liability not to exceed £10,000 or the Motorcycle's Load Limit, whichever is the lesser.
- E** Liability as per the conditions of carriage for TNT, Fed Ex, Parcelforce, DHL, Yodel and UK Mail at the time of transit

NOTE: If You fail to incorporate Your contractual liability shown in liabilities A, B, C, D or E above We will, in the first instance, attempt to settle Your claim with Your customer as if those liabilities has been incorporated.

Our Maximum Liability to You

The maximum We will pay under this Policy, including any extensions, clauses, endorsements or extra cover shall not exceed £500,000 Limit Any One Event.

General Conditions applying to Section 3

Theft Attractive Goods Conditions

It is a condition precedent to liability that no cover, exceeding £10,000, shall be provided for theft attractive goods whilst left unattended in the care, custody and control of the insured or their sub-contractors between the hours of 20:00 and 06:00 unless the motorcycle is:-

- a) Kept in a bona-fide permanently attended and secure lorry park or
- b) A securely locked building or compound of substantial construction

Unless the rider is taking a natural/meal break at a bona-fide service station providing he/she remains on the same premises as the motorcycle.

Theft attractive goods would be deemed as:-

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

Security & Care Conditions

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

Locks and Alarms

All factory fitted alarms and locking devices must be in full working order and whilst the motorcycle is left unattended these must be in operation.

Reasonable Care

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

Reasonable care – securing of Goods on Motorcycles

You must instruct Your riders, in writing, that they must ensure that all Goods on board Your Motorcycles or upon Your rider's person are secured properly to prevent movement in Transit.

Reasonable Care – Motorcycles and suitability

You must take all reasonable measures to ensure that Your Motorcycles and the Goods Carrying compartments are suitable for all the types of Goods You carry.

All Theft claims must be the result of forcible and/or violent entry and/or personal assault.

Reasonable Care- employee references

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

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

All reference must cover each employee's honesty and ability in the handling and carriage of Goods and of the completion of Transit documents where relevant and all references must be made available to Us upon demand and, in any case, in the event of a claim.

Reasonable Care – security of the Goods

You must instruct Your riders, in writing, that they must lock their Motorcycles and close all openings whenever they are away from their Motorcycles for whatever reason.

You must instruct Your riders, in writing, that they must keep all the keys to Your Motorcycles on their persons at all times when they are away from the Motorcycle.

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

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

Reasonable Care – Sub- Contractors

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

Non-Disclosure and Misrepresentation

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

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

Your Benefits Applying under Section 3

We will also pay:

Legal Costs

Legal costs and expenses incurred with Our written consent,

Costs and expenses of claimants for which You are legally liable, and

In respect of any claim sustained against You for loss or damage to the Goods.

Own Goods

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

Ropes, sheets, tarpaulin, trailer curtains, webbing straps, packing materials and similar items or

Any other Goods (but not containers, demountable, accoutrements to any Motorcycles or personal effects) up to a maximum of £1,000 any One Event or

Expenses

Reasonably incurred by You in respect of:

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

Transferring Goods to another Motorcycle following fire, collision, overturning or impact of the conveying Motorcycle, including the carriage of the Goods to its original destination or to the place of collection, including reasonable cost of demurrage;

Reloading onto the Motorcycle any Goods which have fallen from it;

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

Consequential or Indirect Loss

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

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

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

Mis-delivery;

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

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

Riders' Personal Effects

Parcel despatch hand scanners whilst left unattended and securely locked within your motorcycle or whilst on the riders person for accidental damage and theft up to a maximum limit of £1,000. Theft claims must be subject to forcible and/or violent entry and/or personal assault.

Up to £500 for loss or damage to riders' personal effects whilst they are in Your Motorcycles *but We will not pay for:-*

Damage caused by or attributable to wear and tear,

Mechanical, electrical or electronic breakdown, failure or derangement,

Damage to or theft of mobile telephones

An excess of £50.00 applicable to each and every claim.

Common Law Contingency Cover

If Your conditions of contract are set aside by an order of the court We will insure Your legal liability at common law up to a maximum of £250,000 any one Occurrence.

Sub-Contractors' Contingent Cover

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

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

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

Unwitting CMR

We will also insure Your legal liability for loss, damage or delay to Goods under CMR unwittingly incurred by You within England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands or the Republic of Ireland, subject to a maximum limit of £500,000 any one Occurrence

General Average (Freight proportion only)

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

Recovery of Your Excess for Subcontracted Transits

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

Commercial Considerations

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

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

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

Subject to Our liability in respect of any one load being restricted to not more than £1,000 any One Event and in all in any one year.

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

Optional Benefits applying under Section 3

The cover given by this section is applicable only if it is specified in the Schedule.

These Optional Extra Covers are subject otherwise to the terms, exceptions, conditions and exclusions of this Policy, and to the payment of such additional premium as is required by Us.

1. Temperature Controlled Goods

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

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

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

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

You must also ensure that:

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

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

2. Errors and Omissions Committed by You

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

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

- a. Brought about or contributed to by default, fraudulent, criminal or malicious act or omission by You or Your predecessors in business or any person at any time employed by You or Your predecessors in business;
- b. For any liability as principal for the charter of the whole or part of any vessel or aircraft;
- c. Resulting from Your insolvency, bankruptcy or cessation of trading;
- d. Resulting from Your inability to pay or collect monies;
- e. Resulting from Your failure to comply with instructions to affect insurance;
- f. Made by H.M. Government for payment of duty or V.A.T
- g. For any consequential financial loss other than for contractual liability incurred in accordance with the Conditions of contract, Carriage or Trading specified in the Schedule.

Exclusions Applying to Section 3

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

We will not pay claims for:

1. The amount of the Excess, as stated in the Schedule.
2. Loss or damage caused by depreciation or deterioration or variation in temperature unless caused by an accident to the conveying Motorcycle
3. Loss or damage caused by mechanical or electrical derangement of the Goods unless caused by external means
4. Loss or damage caused by:
 - a. Defective or inadequate packing, insulation or labelling;
 - b. Shortage in weight, evaporation or ordinary leakage;
 - c. Deliberate abandonment of the Goods or other property;
 - d. Vermin, wear, tear or gradual depreciation;
 - e. Inherent vice
 - f. Loss or damage caused by water unless caused by an accident to the conveying Motorcycle
 - g. Theft unless occurring as a result of forcible and/or violent entry and/or personal assault.
5. Loss or damage to living creatures, bullion, cash and the like, bank notes, stamps, prepaid phone cards and similar, bonds, treasury notes, securities or explosives, fine arts, specie, precious metals, precious stones, and negotiable instruments
6. Your liability under Articles 21, 24 or 26 of the CMR Convention.
7. Loss or damage to household, office or industrial Goods and property during removal or storage unless otherwise specified in the Schedule.
8. Confiscation, expropriation, requisition, embargo, nationalization, destruction or damage by order of any Government or Government Agency or the consequence of inadequate or inaccurate documentation.
9. Your liability for damages resulting from late delivery or delay in respect of a Transit for which a delivery time and/or date is contractually agreed by You
10. Failure to collect payments for Cash On Delivery (C.O.D) collections of any kind.
11. Any liability for Your failure to arrange insurance.
12. Loss, damage, liability or expenses directly or indirectly arising from:
 - a. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel:
 - b. The radioactive, toxic, explosive or other hazardous or contamination properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof:
 - c. Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter:
 - d. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
 - e. Any chemical, biological, bio-chemical, or electromagnetic weapon.
13. Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
14. Contracts (Rights of Third Parties) Act 1999 Exclusion Clause

Claims Procedures applying to Section 3

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

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

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

Claims Control

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

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

Subrogation

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

Emergency Telephone Numbers

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

Tel: +44 (0)20 7173 7000
Fax: +44 (0)1293 597 221
Email - marineclaimsUK@acegroup.com

Out of Hours/Emergency Help line:

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

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

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

Conditions Applying to the whole Policy – Section 1, Section 2 and Section 3

Data Protection

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

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

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

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

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

- Our connected companies, service providers, agents and subcontractors including loss adjusters and claims investigators;
- Our reinsurers who use this information to assess the terms of specific policies and to administer our insurance policies generally;
- Other insurance companies about other insurance policies You may have;
- Employers' Liability Tracing Office, Tracing Services Limited, other tracing bodies and the Financial Services Authority and any body which supersedes it for the purpose of assisting individuals (with claims arising out of their course of employment in the United Kingdom for employers carrying on, or who carried on, business in the United Kingdom) to identify an insurer or insurers that provided employers' liability insurance;
- The police, other insurance companies, fraud reference agencies and other representative's bodies in relation to the prevention and detection of fraudulent claims or as part of our money laundering checks.

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

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

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

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

Sanction Limitation and Exclusion Clause

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

JC2010/014

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

Complaints Procedure

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

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

ACE European Group Limited is a member of the Financial Ombudsman Service (FOS) and in limited circumstances, you can approach them for assistance if you remain dissatisfied with our response. A leaflet explaining its procedure is available on request.

The FOS's contact details are Financial Ombudsman service, Exchange Tower, London, E14 9SR. Phone: 0800 023 4567. Email: enquiries@financial-ombudsman.org.uk

Regulation ACE European Group Limited

ACE European Group Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority in the United Kingdom.

Registered in England Number 1112892 at Ace Building, 100 Leadenhall Street, London EC3A 3BP.

One of the ACE Group of Insurance and Reinsurance Companies.



Novas Insurance Services Limited

Trymlee

Station Road

Portbury

BS207TN

Telephone 03333052226

helpdesk@novasinsurance.com

www.novasinsurance.com

Authorised and Regulated by the Financial Conduct Authority