

CHUBB®



***Freight Liability Insurance Designed for  
the Motor Trade to include Collection  
and Delivery, Vehicle Recovery and  
Vehicle Sales***

***Your Policy Terms and Conditions***



Chubb European Group Ltd  
3<sup>rd</sup> Floor  
9 Bond Court  
Leeds, LS1 2JZ

0113 296 1200 - Tel  
0113 296 1250 - Fax  
[www.chubb.com/uk](http://www.chubb.com/uk)

Chubb 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.

**Motor Traders Freight Liability Policy**



Chubb European Group Ltd  
3<sup>rd</sup> Floor  
9 Bond Court  
Leeds, LS1 2JZ  
0113 296 1200 Tel  
0113 296 1250 Fax  
[www.chubb.com/uk](http://www.chubb.com/uk)

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

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

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

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

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

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

**Signed** for and on behalf of the Company

**Andrew Kendrick**, President

Chubb 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 Chubb Building, 100 Leadenhall Street, London EC3A 3BP.

One of the Chubb Group of Insurance and Reinsurance Companies.

acesch01MT-v270417 v1

# Contents

## **Section 01: Policy Schedule (See your attached document)**

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

## **Section 02: Introduction - Page 6**

- I How we will deal with your claims
- li Law and Jurisdiction
- lii Interpretation
- iv Declaration
- v Cancellation
- vi Fraud

## **Section 03: Definitions – Page 8**

## **Section 04: Your Cover and Maximum Liability – Page 10**

## **Section 05: General Conditions – Page 11**

- i Theft Attractive Goods
- ii Security and Care

## **Section 06: Your Benefits – Page 13**

- I Legal Costs
- li Own Goods
- lii Expenses
- iv Consequential or Indirect Loss
- v Drivers' 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

## **Section 07: Optional Benefits – Page 15**

- i Temperature Controlled Goods
- ii Errors & Omissions committed by You

## **Section 08: Exclusions – Page 16**

## **Section 09: Claims Procedure – Page 18**

## **Section 10: Data Protection – Page 19**

## **Section 11: Complaints Procedure – Page 20**

## **Section 2: Introduction**

**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, Chubb 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**

The Insured has a right to cancel this insurance at any time by writing to the broker through whom this insurance was arranged. This insurance has a cooling off period of fourteen (14) days from either:

- a) the date the Insured receives this insurance documentation; or
- b) the start of the Period of Insurance,

whichever is the later.

The Company may cancel this Policy by giving the Insured 30 days' notice. The Company will only do this for a valid reason. Examples of valid reasons are as follows:

- (i) non-payment of premium; or
- (ii) a change in risk occurring which means that the Company can no longer provide the Insured with insurance cover;  
or
- (iii) non-cooperation by the Insured or failure by the Insured to supply any

information or documentation requested by the Company; or

a petition is presented for the administration or winding up of the Insured; a winding up order is made; a receiver is appointed over any of its assets; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs.

If this insurance is cancelled then, provided the Insured has not made a claim, the Insured will be entitled to a refund of any premium paid, subject to a deduction for any time for which the Insured has been covered. This will be calculated on a proportional basis. For example, if the Insured has been covered for six (6) months, the deduction for the time the Insured has been covered will be half the annual premium.

If the Company pays any claim, in whole or in part, then no refund of premium will be allowed.

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

## **Fraud**

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

or

**B)**

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

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

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

or

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

or

(iii) Repudiate the claim

### **Section 3: Definitions**

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

#### **All Risks**

All Risks of physical loss or damage to Goods in Your custody and control for carriage for reward, subject to the 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.

#### **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 Chubb 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 Vehicle.

Temporary storage does not include Goods stored:

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

## **Unattended**

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

## **Vehicle**

Motor Vehicles, articulated Vehicles, trailers and semi-trailers

## **Vehicle Load Limit**

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

## **We/Us/Our**

The Insurer named in the Schedule to this Policy.

## **You/Your(s)/Yourself**

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

## Section 4: Your Cover

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 Chubb 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 £50,000 or the Vehicles Load Limit, whichever is the lesser.

**NOTE:** If You fail to incorporate Your contractual liability shown in liabilities A, B, C, or D 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 £250,000 Limit Any One Event.

## **Section 5: General Conditions**

### **Theft Attractive Goods Conditions**

It is a condition precedent to liability that no cover, exceeding £15,000, 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 vehicle 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 driver is taking a natural/meal break at a bona-fide service station providing he/she remains on the same premises as the vehicle.

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 vehicle 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 Vehicles**

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

#### **Reasonable Care – Vehicles and suitability**

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

## **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.

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

## **Reasonable Care – security of the Goods**

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

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

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

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

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

## **Reasonable Care – Sub- Contractors**

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

### **Non-Disclosure and Misrepresentation**

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

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

## Section 6: Your Benefits

*We will also pay:*

### Legal Costs

Legal costs and expenses 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 Vehicle 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 Vehicles 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 Vehicle following fire, collision, overturning or impact of the conveying Vehicle, including the carriage of the Goods to its original destination or to the place of collection, including reasonable cost of demurrage;

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

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

### 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.

### Drivers' Personal Effects

Parcel despatch hand scanners whilst left unattended and securely locked within your vehicle or whilst on the drivers 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 drivers' personal effects whilst they are in Your Vehicles *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 £250,000 any one Occurrence

## **General Average (Freight proportion only)**

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

## **Recovery of Your Excess for Subcontracted Transits**

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

## Section 7: Optional Benefits

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

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

### 1. Temperature Controlled Goods

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

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

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

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

## Section 8: Exclusions

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

We will not pay claims for:

1. The amount of the Excess, as stated in the Schedule.
2. Loss or damage caused by depreciation or deterioration or variation in temperature unless caused by an accident to the conveying Vehicle
3. Loss or damage caused by mechanical or electrical derangement of the Goods unless caused by external means
4. Loss or damage caused by:
  - a. Defective or inadequate packing, insulation or labelling;
  - b. Shortage in weight, evaporation or ordinary leakage;
  - c. Deliberate abandonment of the Goods or other property;
  - d. Vermin, wear, tear or gradual depreciation;
  - e. Inherent vice
5. Loss or damage to living creatures, bullion, cash and the like, bank notes, stamps, prepaid phone cards and similar, bonds, treasury notes, securities or explosives, fine arts, specie, precious metals, precious stones, and negotiable instruments
6. Your liability under Articles 21, 24 or 26 of the CMR Convention.
7. Loss or damage to household, office or industrial Goods and property during removal or storage unless otherwise specified in the Schedule.
8. Confiscation, expropriation, requisition, embargo, nationalization, destruction or damage by order of any Government or Government Agency or the consequence of inadequate or inaccurate documentation.
9. Your liability for damages resulting from late delivery or delay in respect of a Transit for which a delivery time and/or date is contractually agreed by You
10. Failure to collect payments for Cash On Delivery (C.O.D) collections of any kind.
11. Any liability for Your failure to arrange insurance.
12. Loss, damage, liability or expenses directly or indirectly arising from:
  - a. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel:
  - b. The radioactive, toxic, explosive or other hazardous or contamination properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof:
  - c. Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter:
  - d. The radioactive, toxic, explosive or other hazardous or 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

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

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

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

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

#### **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**

Chubb European Group Limited is a subsidiary of a US parent and Chubb Limited, a NYSE listed company. Consequently, Chubb 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

## **Section 9: Claims Procedure**

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

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

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

### **Claims Control**

We may take over the defence of a claim or a prosecution made against You or another person entitled to indemnity. 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  
Chubb Building  
100 Leadenhall Street  
London  
EC3A 3BP

Tel: +44 (0)20 7173 7000

Fax: +44 (0)1293 597 221

Email – [marineclaimsUK@chubb.com](mailto:marineclaimsUK@chubb.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 Chubb European Group and provide your policy number.

## Section 10: Data Protection

Chubb European Group Limited and its group companies ('CHUBB') 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, Chubb will also use this information for these purposes. Chubb are entitled to ask about criminal convictions in relation to insurance risks. There is no obligation to provide Chubb with details of any convictions which are spent under the terms of the Rehabilitation of Offenders Act 1974. Chubb 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.

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

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

Chubb 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;
- The police, other insurance companies, fraud reference agencies and other representative bodies in relation to the prevention and detection of fraudulent claims or as part of our money laundering checks. 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 Chubb are entitled to a copy of that information on payment of a fee and to have any inaccuracies corrected. Such information is available by contacting the Data Protection Officer at 100, Leadenhall Street, London, EC3A 3BP.

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

## **Section 11: Complaints Procedure**

We are dedicated to providing you with a high quality service, and want to maintain this at all times. If you wish to make a complaint, please contact the intermediary who arranged this insurance for you or our Customer Relations Department at:

Chubb Customer Relations  
PO Box 4510  
Dunstable  
LU6 9QA

Telephone: 0800 519 8026  
Email: [customerrelations@chubb.com](mailto:customerrelations@chubb.com)

If you remain dissatisfied you may have the right to refer your complaint to the Financial Ombudsman Service (FOS). Contact details are given below.

Address: The Financial Ombudsman Service,  
Exchange Tower, Harbour Exchange Square,  
London, E14 9SR  
Tel: 0800 023 4 567 (Monday to Friday – 8am to 8pm, Saturday – 9am to 1pm)  
0300 123 9 123 - Calls cost no more than costs to 01 or 02 numbers.  
Fax: 020 7964 1001  
E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). This complaint procedure is without prejudice to your rights to take legal proceedings.

### **European Online Dispute Resolution Platform**

If You arranged Your policy with Us online or through other electronic means, and have been unable to contact Us either directly or through the Financial Ombudsman Service, You may wish to register Your complaint through the European Online Dispute Resolution platform:<http://ec.europa.eu/consumers/odr/>. Your complaint will then be re-directed to the Financial Ombudsman Service and to Us to resolve. There may be a short delay before We receive it.

### **Prudential Regulation Authority and Financial Conduct Authority**

Chubb European Group Limited, Registered in England and Wales No. 1112892 with registered office at, 100 Leadenhall Street, London, EC3A 3BP. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Reference Number 202803. Full details can be found on the Financial Services Register by visiting <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768 (Calls are free from a UK landline or mobile).

### **Financial Services Compensation Scheme**

In the unlikely event that We are unable to meet Our liabilities, You may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Its contact details are:

Financial Services Compensation Scheme  
PO Box 300  
Mitcheldean  
GL17 1DY  
Phone: 0800 678 1100 or 020 7741 4100  
Website: [www.fscs.org.uk](http://www.fscs.org.uk)



Novas Insurance Services Limited

Trymlee

Station Road

Portbury

BS207TN

Telephone 03333052226

[helpdesk@novasinsurance.com](mailto:helpdesk@novasinsurance.com)

[www.novasinsurance.com](http://www.novasinsurance.com)

Authorised and Regulated by the

Financial Conduct Authority

