

# Novas Policy Summary

## Summary of Cover applying to Section 3 – Freight Liability

This insurance covers your legal liability as per the conditions of carriage stated within your schedule, cover required by statute for the movement of goods to and from countries that are signatories to the CMR Convention and common law as a carrier, bailee, freight forwarder or forwarding agent.

### 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

### Standard Cover Includes

- All Risks Cover
- CMR Cover
- Transshipment in the event of an accident
- Legal Costs
- Cover for TNT, Parcel Force, FedEx, DHL, Yodel and UK Mail
- Own Goods Cover limit GBP 1000
- Commercial Consideration
- Reloading of fallen or non-secure goods
- Consequential or Indirect loss
- Drivers' Personal Effects
- Theft and accidental damage of parcel despatch scanners
- Common law cover
- Sub-Contractors Contingent cover
- Debris Removal
- Theft attractive goods included to GBP 50,000.00

### Excluded Goods

We will not pay claims for:

1. The amount of the Excess, as stated in the Schedule
2. Loss, damage, deterioration or depreciation caused by variation in temperature unless caused by an accident to the conveying Vehicle
3. 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 others property;
  - d. Vermin, wear, tear or gradual depreciation;
  - e. Inherent vice
5. Loss or damage to living creatures, bullion, cash and the like, bank notes, stamps, prepaid phone cards and similar, bonds, treasury notes, securities or explosives, fine arts, specie, precious metals, precious stones, and negotiable instruments
6. Your liability under Articles 21, 24 or 26 of the CMR Convention
7. Loss or damage to household, office or industrial Goods and property during removal or storage unless otherwise specified in the Schedule.
8. Confiscation, expropriation, requisition, embargo, nationalization, destruction or damage by order of any Government or Government Agency or the consequence of inadequate or inaccurate documentation.
9. Your liability for damages resulting from late delivery or delay in respect of a Transit for which a delivery time and /or date is contractually agreed by You
10. Failure to collect payments for Cash On Delivery (C.O.D) collections of any kind

11. Any liability for Your failure to arrange insurance
12. Loss, damage, liability or expenses directly or indirectly arising from:
  - a. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
  - b. The radioactive, toxic, explosive or other hazardous or contamination properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  - c. Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
  - d. The radioactive, toxic, explosive or other hazardous or contamination properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
  - e. Any chemical, biological, bio-chemical, or electromagnetic weapon.
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 consequences 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 purpose.
  - 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 the Policy the burden of proving such liability, loss, destruction or damage is covered shall be upon You.

### 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.

## **Summary of Cover applying to Sections 1 and 2 – Employer’s Liability and Public Liability**

This insurance contract is designed to meet your legal liabilities in respect of the covers quoted (ie Public and Products Liability AND Employer’s Liability should this option have been requested) whilst you are operating as a light haulage contractor within the territorial limits detailed within the quotation schedule.

### **Section 2: Public Liability**

Legal Liability for injury or death to third parties and damage to third party property with a financial limit as detailed within the quotation schedule. See sections applicable: section 2

The insured’s liability for the acts of bona-fide sub-contractors is included

Third Party property damage excess related to the relevant business activity

Payments to Sub-Contractors must not exceed 20% of total annual turnover and evidence of their own insurance must be obtained.

### **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

### **Extension - Indemnity to Principals and Others**

The company will also indemnify in the terms of this policy

- In the event of the death of the insured his/her personal representative in respect of liability incurred by the insured
- Any principal with whom the insured has entered into an agreement to the extent required by such an 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

- Any officer or member of the insured’s catering, sports social and welfare organisations and fire, first aid or ambulance services
- 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
- 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

- Such person(s) shall not be entitled to indemnity under any other policy
- Such principal/person(s) shall have though he/they were the insured be subject to the terms of this policy in so far as they can apply
- The limit of liability shall not be increased hereby

## Section 2: Products Liability

For the basis of this contract of insurance Products shall mean 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

Section 2 of the Policy shall apply to occurrences anywhere in the worlds caused by Products supplied from or worked upon in the Territorial Limits stated above

## Section 1: Employer's Liability

Legal liability for injury or death to employees (see definition of employees below) including claimants costs and expenses with a financial limit as detailed within the quotation schedule. *See sections applicable: section 1*

## 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

Section 1 of this policy applies to any Employee whilst carrying out business within the territorial limits detailed above on behalf of the insured provided such business is in connection with those detailed under 'Operation' below and provided that such Employee normally resides within Great Britain, Northern Ireland, The Isle of Man or the Channel Islands

## Definition of Employee

For the basis of this contract employee shall mean any person under a contract of service or apprenticeship with the insured. Employee shall also include **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:

- Any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the insured
- Any labour master and any person supplied by him
- Any person engaged as a labour only subcontractor and any person supplied by him
- Any self-employed person performing work of a kind ordinarily performed under a contract of service or apprenticeship with the insured
- Any person supplied to the insured under a contract or agreement the terms of which deems such person to be in the employment of the insured for the duration of such contract or agreement
- Any work experience student or trainee

## **Cancellation by You**

**You** have 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 **You** receives this insurance documentation; or
- b) the start of the Period of Insurance,

whichever is the later.

If this insurance is cancelled by **You** then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis but subject to an administration charge of £15.00. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

If **We** have paid any claim, in whole or in part, then no refund of premium will be allowed.

If **We** become aware of a claim that was unreported by **You** and the annual premium remains unpaid we reserve the right to deduct any outstanding premium from the amount **We** settle to you or any third party for such claim

## **Cancellation by Us**

**We** may cancel this **Policy** by giving **You** 30 days' notice. **We** 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 **We** can no longer provide the **You** with insurance cover; or
- (iii) non-cooperation by **You** or failure by **You** to supply any information or documentation requested by **Us**; or
- (iv) a petition is presented for the administration or winding up of the **The Business**; 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 or
- (v) threatening or abusive behaviour or the use of threatening or abusive language

If this insurance is cancelled by **Us** then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis but subject to an administration charge of £15.00. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

If **We** have paid any claim, in whole or in part, then no refund of premium will be allowed.

If **We** become aware of a claim that was unreported by **You** and the annual premium remains unpaid we reserve the right to deduct any outstanding premium from the amount **We** settle to you or any third party for such claim

## **How to make a claim**

In the event of a claim you must notify us within 24 hours in writing using our [online claim form](#).

## **How to make a complaint**

We do everything possible to make sure that you receive a high standard of service. If you are not satisfied with the service that you receive, you should address your enquiry/complaint to:-

complaints@novasinsurance.com or using our [online contact form](#).

Please provide full details of your policy and in particular your policy/claim number to help your enquiry to be dealt with speedily. We will endeavor to deal with your complaint in line with our [complaints policy](#).

If your complaint is not resolved you may be able to refer your complaint to the Financial Ombudsman Service (Ombudsman):-

The Financial Ombudsmans Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR  
0800 023 4567  
Complaint.info@financial-ombudsman.org.uk

These procedures do not affect your right to take legal action.