

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
Own Goods Cover limit £1000
Commercial Consideration
Reloading of fallen or non-secure goods
Consequential or Indirect loss
Riders' Personal Effects
Theft and accidental damage of parcel despatch scanners
Common law cover
Sub-Contractors Contingent cover
Debris Removal

Excluded Goods

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

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, religions, 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.

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.

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 (i.e. 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 claimant's 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

Your right to cancel

You may have a statutory right to cancel this policy within 14 days of inception known as the cooling off period, if you decide that it does not meet your needs or that you do not want this policy, provided you have not reported a claim. The 14 day statutory cancellation right applies from the date the contract is entered into, or from the date that contract documents are received, whichever is the latter. If you cancel within this period you will receive a pro-rata refund of premium from the insurer. Insurers are also entitled to make an administration charge. We may keep an amount that reflects the administrative costs of arranging and cancelling the policy. Please refer to our [terms of business](#) for further details.

If you wish to cancel outside this period you may not receive a pro-rata refund of premium. We may also keep an [amount](#) that reflects the administrative costs of arranging and cancelling the policy.

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](#).

Failure to follow these steps may delay or jeopardise the payment of your claim.

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.