



Summary of Cover applying to Section 1 – 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

Option 1 - The British Isles comprising England, Scotland, Wales, Northern Ireland, The Republic of Ireland, The Isle of Man and The Channel Islands or if **Option 2** is chosen - 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 £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 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. Confiscation, expropriation, requisition, embargo, nationalization, destruction or damage by order of any Government or Government Agency or the consequence of inadequate or inaccurate documentation.

8. 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
9. Failure to collect payments for Cash On Delivery (C.O.D) collections of any kind.
10. Any liability for Your failure to arrange insurance.
11. 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.
12. Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
13. 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.

14. 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.

Removers Warranties

This insurance attaches from the time that the goods leave the Insured's residence or elsewhere including throughout handling, packing and temporary storage, in furniture depositories and other approved warehouse until delivery into the insured's residence or place of storage at destination. Subject to a maximum period of temporary storage of 120 days in total but not including incidental storage during the normal course of transit under Institute Cargo Clauses (A).

1 Packing

a) Professionally Packed Items

Excluding loss of or damage to items packed by owner in furniture, trunks, cases, drawers or other receptacles unless previously listed and disclosed to the removers, their subcontractors or agents and included in the packing inventory

b) Owner Packed Items and Baggage

Excluding breakage, scratching, denting, chipping, staining and tearing unless caused by fire or by the vessel or conveyance being stranded, sunk, burnt, in collision or overturned. The amount recoverable in respect of any one package shall be insured value thereof as declared to the removers prior to commencement of the transit, or otherwise the proportionate value of the package as one of the number of items described upon the consignment note or inventory prepared by the remove prior to commencement of the transit.

2 Pairs and Sets Clause

In the event of loss of or damage to any article forming a part of a pair or set the Underwriters shall not be liable for more than the value of the particular part or parts which may be lost or damaged without reference to any special value which such part or parts may have as forming a pair of set but in any event not exceeding a proportionate part of the sum insured in respect of the pair or set

3 Average Clause

The insurance is subject to the condition of average, that is to say, if the property covered by this insurance shall at the time of loss be of greater value (in the country of destination) than the sum insured hereby, the Assured shall only be entitled to recover hereunder such proportion of the said loss as the sum insured by this certificate bears to the total value (in the country of destination) of the said property.

4 Antique Clause

In the event of damage to antique items and/or works of art insured hereunder liability is restricted to the reasonable cost of repairs and no claim is recoverable in respect of depreciation. In no case shall liability hereunder for such repairs exceed the sum insured in respect of the damaged article.

5 Second-Hand Machinery – Replacement clause

In the event of a claim for loss or damage to any part of the insured interest in consequence of a peril covered by the contract, the amount recoverable hereunder shall not exceed such proportion of the cost of replacement of the parts lost or damaged as the insured value of new machinery, plus additional charges for forwarding and refitting the new part or parts if incurred. Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.

6 Wear and Tear clause

Excluding wear and tear, gradual deterioration, moths, insects, vermin, rust and mildew.

7 Climate Conditions clause

Excluding damage caused by climatic or atmospheric conditions or extremes of temperature.

8 Mechanical and electrical Derangement

Excluding Mechanical, electrical or electronic derangement unless caused by external, physical damage to the items concerned.

9 Depreciation Clause

Excluding depreciation resultant upon repairs.

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.

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.