

Courier Insurance Policy

Scheme administered by kinetiQ Underwriting Ltd

Underwritten by Accelerant Insurance UK Limited

kinetiQ Underwriting Ltd is an Appointed Representative of CoverMy Ltd, which is
authorised and regulated by the Financial Conduct Authority.

Registration number 571906.

WELCOME

Thank you for choosing to insure **your vehicle** with kinetiQ Underwriting. We want to give you every reason to feel satisfied with your Courier insurance **policy** and we aim to provide the best cover and claims service for all our customers.

This **policy**, together with your **schedule**, certificate of motor insurance and the proposal form or **statement of fact**, form the contract between you and your insurer. It is important that you take time to read and understand them and ensure that you have the cover you need.

This **policy** meets the needs and demands of a courier delivery driver who wants to insure their vehicle and goods in transit against loss or damage and for injury or damage caused by **your vehicle**. It gives useful advice on how to make a claim and what you can do if you are unhappy with our service.

INSURER INFORMATION

This **policy** is underwritten by Accelerant Insurance UK Limited.

Accelerant Insurance UK Limited is an insurance company and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm reference number: 207658). It is registered in England and Wales with company number 03326800 and has its registered office address at One Fleet Place, London, EC4M 7WS and its trading office address at 1 Tollgate Business Park, Tollgate West, Colchester, CO3 8AB, England.

kinetiQ Underwriting Ltd acts as administrator on behalf of Accelerant Insurance Europe SA/NV UK Branch.

kinetiQ Underwriting Ltd is registered in England and Wales: Company No: 12481183. Registered Address: 5 Technology Park, Colindeep Lane, Colindale, London, England, NW9 6BX.

kinetiQ Underwriting Ltd is an Appointed Representative of CoverMy Ltd which is authorised and regulated by the Financial Conduct Authority under register number: 571906.

YOUR MOTOR INSURANCE POLICY

This **policy** is a legally binding contract between you and us.

The contract is based upon the information that you gave us in the proposal form or **statement of fact** and the declaration you have made. If any of the information contained therein is incorrect you must advise us or your **insurance intermediary** immediately.

Under the terms of the Insurance Act 2015, it is your responsibility to take reasonable care to provide us with complete and accurate information when you take out your **policy**, throughout the life of your **policy** and when you renew your **policy**. It is essential that you tell us straight away about changes which may influence our acceptance or assessment of the risk.

Failure to notify us could mean that the **policy** may not operate fully and could result in part or all of a claim being refused. Such changes could include the following:

- accidents (whether your fault or not) or **thefts** (of or from a vehicle) whether covered by this **policy** or not involving you or anybody else covered by this **policy**
- you or anybody else covered by this **policy** being convicted of a motoring or a non-motoring offence or being charged with or being notified of an intention to prosecute
- a change to your address or where **your vehicle** is usually kept overnight
- the discovery of a medical condition for which you or anybody else covered by this **policy** is required to notify to the DVLA
- a change to the make & model of **your vehicle** or what **your vehicle** is used for
- a change to your occupation (full or part time) or anybody else covered by this **policy**
- a change to who will drive **your vehicle**

This is not an exhaustive list so if you are in any doubt about whether or not facts may need to be considered you should disclose them.

We have agreed to insure you under the terms, conditions and exceptions of this **policy** or any endorsement which may show on your **schedule**, and you must have paid or agreed to pay the premium for this contract to be valid.

Please read this document, **certificate of motor insurance** and **schedule** together, to ensure they give you the cover you want.

HOW TO REPORT ANY INCIDENT INVOLVING YOUR VEHICLE

If **your vehicle** is involved in any incident, accident or you need to make a claim under this **policy**, please contact us immediately using our Claims Helpline.

NEW CLAIMS REPORTING LINE
0345 600 7770

In order to provide you with the protection of your policy, you must provide us with the following information immediately following an incident whether or not you wish to make a claim or consider yourself to be legally responsible:

- your **policy** number – this is shown on your insurance certificate;
- date, time, location and circumstances of the incident;
- name, full address, postcode and contact telephone number of any other people involved in the incident;
- the make, model and registration numbers of any vehicles involved;
- names and contact details of any witnesses to the incident;
- details of any injuries to any person involved in the incident.
- photographs of damage to any vehicles involved;
- if available, any dashcam or CCTV footage of the incident;

If **your vehicle** has been stolen, before calling us you should:

- report the **theft** to your nearest Police station
- obtain a crime reference number from the Police.

If you choose to use your own repairer instead of our repairer an additional £250 Accidental Damage or Malicious Damage **Excess** will apply in addition to the **Excess** stated within your **Policy Schedule**.

If you do not provide us with the full details required as stated above and including full particulars of other parties involved in the incident, it may not be possible to provide you with the protection of your policy until such time as the missing information has been provided to us.

Where the incident is reported to us within 24 hours AND full details of the other parties are supplied (including name, full address, postcode and telephone number and vehicle registration) we will reduce your Excess by £250.

In addition to any other Voluntary or Compulsory **excesses** shown on your **schedule**, an additional Excess for late claim reporting of £500 will apply if the claim is reported over 48 hours after the incident.

WINDSCREEN CLAIMS ONLY
0345 600 7770

If your **policy** permits and your windscreen needs to be replaced or repaired, please contact our windscreen helpline on 0345 600 7770. You will be required to pay the **excess** shown within this **policy**.

Windscreen cover only applies if you have Comprehensive cover. Please refer to your **policy schedule**.

EXISTING CLAIMS
0345 600 7700

If you have an existing claim, please contact our Claims team on 0345 600 7700.

HOW WE USE YOUR INFORMATION / PRIVACY NOTICE

It is important that you understand how we will use your information, and you must read our Privacy Notice carefully as it explains how we use your personal information.

Our Privacy Notice can be found at: <https://www.kinetiqunderwriting.co.uk/privacy-policy/>

Contact the Compliance Officer by email at compliance@kinetiqunderwriting.co.uk if you have any questions about our Privacy Notice or if you require a copy of the notice to be posted to you.

COMPLAINTS PROCEDURE

kinetiQ Underwriting Ltd aim to provide a standard of service that will leave no cause for complaint. However, if you are dissatisfied with the service we have provided then please write to:

The Compliance Officer, kinetiQ Underwriting Ltd, Field House, Station Approach, Harlow, CM20 2FB, quoting your policy number or claim number and provide full details of your complaint.

Alternatively, you may email your complaint to complaints@kinetiqunderwriting.co.uk or contact the office on 01992 566925.

We will endeavour to investigate your complaint fully and resolve immediately. If we cannot resolve your complaint by the next working day, we will acknowledge your complaint within five working days of receipt and do our best to resolve the problem within eight weeks by sending you a final response.

Should you remain dissatisfied having received your final response, you may be able to take your complaint to the Financial Ombudsman Service (FOS). Their address is The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. You may also find their details at www.financial-ombudsman.org.uk.

Should you feel the need to complain about the arrangement of your **policy** please contact your **insurance intermediary** in the first instance.

IMPORTANT INFORMATION

Motor Insurance Database – Continuous Insurance Enforcement (CIE)

Information relating to your **policy** will be added to the Motor Insurance Database ("MID") managed by the Motor Insurance Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVLANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- Electronic Licensing
- Continuous Insurance Enforcement
- Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on MID you are at risk of having **your vehicle** seized by the Police. You can check that your correct registration number details are shown on the MID at www.askmid.com.

Sharing Information

Insurers pass on information to The Claims and Underwriting Exchange register, and the Motor Insurance Anti-Fraud and Theft Register, run by the Motor Insurers' Bureau (MIB). The aim is to help us check information provided and also to prevent fraudulent claims. When we deal with your request for insurance or manage any claim that may arise, we may search the register(s).

When you tell us about an incident which may or may not give rise to a claim, we will pass information relating to it to the register(s). You can ask for more information about this. You should show this notice to anyone who has an interest in the vehicles insured under the **policy**.

Fraudulent Claims

Fraudulent claims are a serious problem for insurers and any costs arising from such activity are inevitably passed on to honest policyholders. In order to protect your interests and the interests of the vast majority of our policyholders, we fully investigate all claims, and where fraud is detected we report to the authorities under the Proceeds of Crime Act (POCA).

If false or inaccurate information is provided and fraud is suspected, details will be passed to fraud prevention agencies. You may also report information in respect of bogus/fraudulent claims to the Cheatline on 0800 422 0421. The Cheatline is manned 24 hours a day. Alternatively, fraud can be reported online to the Insurance Fraud Bureau (IFB) at www.insurancefraudbureau.org. All information is reported anonymously and will be treated in the strictest of confidence. The Cheatline is manned by experienced fraud investigators who may share the information with other interested parties such as the insurer concerned (if known). Savings obtained from information provided to the Cheatline will help reduce insurance premiums. More information can be provided if requested.

Financial Services Compensation Scheme (FSCS)

kinetiQ Underwriting Ltd are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we are unable to meet our obligations. Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk.

DEFINITIONS

Definitions of words and phrases used in this document and are shown in bold throughout the **policy**.

Accessories	Parts or products specifically designed to be fitted to your vehicle , including the manufacturer's standard tool kit and the motor vehicle's safety equipment.
Certificate of Motor Insurance	Documentary evidence that you have taken out the insurance you must have by law. It describes your vehicle , who can drive it and the purpose that it can be used for.
CMR	The Convention on the Contract for the International Carriage of Goods by Road as enacted into English law by the Carriage of Goods by Road Act 1965.
Costs and expenses	Claimants' costs and expenses which you become legally liable to pay and/or costs incurred with our written consent in defending any claim.
Damage	Physical loss, destruction or damage
Endorsement(s)	A change to the terms of your policy , and shown on your schedule .
Excess(es)	The amount you will have to pay towards any claim and shown on your schedule or policy section.
Excluded Goods	Living creatures,. Money, cash or bank notes, pre-paid phone cards, securities for money, negotiable instruments, saving stamps, unused postage stamps and anything of a similar nature, fine arts, bullion, precious metal or stones or articles made of or containing precious metal or stones.
Fire	Fire, lightning, explosion, or self-ignition.
Insurance Intermediary	The Insurance Broker, Agent or Intermediary who acting on your behalf has placed this insurance with us.
Market Value	The cost of replacing your vehicle with one of similar type, age, mileage and/or condition at the time of the loss as assessed by us. We use industry guides which refer to vehicle values, engineers and any other relevant sources to assess the market value .
Policy	The document consisting of your Statement of Fact , your motor insurance Policy Wording, your Certificate of Motor Insurance , Schedule , and any endorsements .
Your Vehicle	Any vehicle including its spare parts and accessories for which we have issued you a certificate of motor insurance under this policy .
Period of Insurance	The period of time covered by this insurance as shown in the schedule and/or certificate of motor insurance , and for which we have accepted your premium.
Statement of Fact	The document which contains the information provided by you upon which we have accepted your insurance

Road Traffic Act(s)	The laws which include details of the minimum motor insurance cover needed in the United Kingdom .
Schedule	The document that identifies the policyholder and sets out details of the cover your policy provides.
Territorial Limits	Countries within the United Kingdom (UK), and the European Union (EU), Andorra, Iceland, Norway, Serbia and Switzerland.
Theft	Any theft or attempted theft which has been reported to the Police.
Thief Attractive Goods	Alcoholic beverages, processed tobacco or tobacco products, clothing or footwear, non ferrous metals, domestic audio visual equipment or accessories, computer hardware or software, mobile phones or other portable communication devices, microchips, microprocessors, central processing units, system boards, memory boards, memory, sound or video cards or hi-tech components of a similar nature designed to be used in or in connection with computers or other electronic devices but not when they are fitted in such a device.
United Kingdom	England, Scotland, Wales, Northern Ireland, the Isle of Man, and the Channel Islands (including transit by sea, air, rail or within and between these places).
We/Us/Our	Accelerant Insurance UK Limited
You/Your	The person or company named in the Schedule and Certificate of Motor Insurance as the Insured or Policyholder.

GUIDE TO POLICY COVER

You should refer to your **schedule** to establish the cover which applies to your insurance. The following then confirms the sections of this document that apply:

Comprehensive cover	Sections 1 to 5 apply
Third Party Fire and Theft cover	Sections 1, 2, 5 and 6 apply

The General Conditions and General Exclusions apply in addition to the **policy** sections.

SECTION 1 LIABILITY TO OTHER PEOPLE AND THEIR PROPERTY

What is covered

We will cover you for your legal responsibility if there is an accident which involves **your vehicle** and:

- kill or injure someone; or
- damage their property or their vehicle;

This cover also applies to any accident caused by a trailer, caravan or vehicle you are towing.

Other people using your vehicle

We will also provide the same cover for:

- anyone allowed by the **certificate of motor insurance** to drive **your vehicle**, as long as they have your permission;
- anyone who is in or getting into or out of **your vehicle**;
- your employer or business partner if the **certificate of motor insurance** allows business use. Does not apply if the motor vehicle is owned, leased or hired to the employer or business partner.
- the legal personal representative of anyone covered under this section if that person dies. If any person covered by this insurance should die, we will deal with any claim made against their estate provided that the claim is covered by this insurance.

Legal Representation costs

Subject to agreement by us in writing we will pay for:

- Solicitors costs to represent any person covered by this insurance at a Coroner's inquest or fatal accident inquiry or court of summary jurisdiction;
- Reasonable costs to defend any person covered by this insurance against a charge of manslaughter or causing death by reckless or dangerous driving;
- Any other costs incurred with any accident which may involve legal liability under this insurance.

Unless otherwise agreed by us in writing, we will NOT pay:

- the costs if covered by another insurance **policy**;
- for proceedings where the driver was under the influence of drink or drugs at the time of the accident.

Emergency Medical Treatment

We will pay for emergency medical treatment that is required under the **Road Traffic Act** following an accident involving any motor vehicle covered by this insurance.

NOT COVERED BY SECTION 1

- Any claim for death or injury to anyone while they are working with or for the driver of the vehicle, except as set out in road traffic law, or where in the course of their employment cover is provided by their employers liability insurance;
- Death or bodily injury to the driver or the person in charge of the motor vehicle if the death or bodily injury occurred as a result of that person having driven the motor vehicle.
- Damage to property or injury to animals owned by or held in trust, custody or control of you or any other person covered by this insurance.
- Loss or damage by pollution or contamination however caused except as required by the **road traffic acts**.
- Any amount exceeding £20,000,000 for any one claim or series of claims arising out of one cause in respect of damage, loss or use or other indirect loss in respect of property.
- Loss, damage or injury arising out of "road rage" or a deliberate act by you or any person driving the insured motor vehicle with your permission.
- Loss of or damage to any motor vehicle you drive, or any trailer or vehicle you tow.
- Anyone who makes a claim knowing that the driver did not hold a valid driving licence at the time of the incident.

SECTION 2 FIRE AND THEFT

What is covered

If **your vehicle** is lost or damaged as a result of:

- **fire**
- **theft** or attempted **theft**

we will either pay (subject to the deduction of any **excess**):

- for the repair of the damage;
- the current **market value** of **your vehicle** (the motor vehicle will then belong to us);
- the cash value of any lost or stolen part;

The payment will be made to:

- you; or
- the legal owner of **your vehicle** if owned by someone else or is subject to a hire purchase agreement, unless the owner specifically agrees otherwise.

The same cover also applies to **your vehicle's accessories**, if kept with, on or in **your vehicle**.

Replacement Locks

If the keys or any device used to secure, gain access to, or enable **your vehicle** to be driven, are stolen, we will pay up to £400 (after the deduction of any **excess**) towards the cost of replacing door and boot locks, ignition and steering locks, the lock transmitter and central locking interface.

This is providing it can be established that the location where **your vehicle** is kept overnight is known to any persons who may have the keys or device used to secure, gain access to, or enable **your vehicle** to be driven.

Parts

We or the repairer may use parts which have not been supplied by the manufacturer.

NOT COVERED BY SECTION 2

For exclusions refer to NOT COVERED BY SECTION 2 and SECTION 3 and GENERAL EXCLUSIONS.

SECTION 3 ACCIDENTAL DAMAGE TO YOUR VEHICLE

What is covered

If **your vehicle** is damaged, we will at our option either pay (subject to the deduction of any **excess**):

- for the repair of the damage;
- the current **market value** of **your vehicle** (the damaged vehicle will then belong to us);
- the cash value of any lost or stolen part.

In addition, we will pay the reasonable cost of:

- protecting **your vehicle** if it becomes unusable due to accidental damage;
- returning **your vehicle** to your home address in the United Kingdom after repair. This is subject to our written consent.

The payment will be made to:

- you: or
- the legal owner of **your vehicle** if owned by someone else or is subject to a hire purchase agreement, unless the owner specifically agrees otherwise.

Parts

We or the repairer may use parts which have not been supplied by the manufacturer.

NOT COVERED BY SECTION 3

For exclusions refer to NOT COVERED BY SECTION 2 and SECTION 3 and GENERAL EXCLUSIONS.

NOT COVERED BY SECTION 2 AND SECTION 3

We will not pay for:

- more than the **market value**, less any **excess** at the time of accident or loss if **your vehicle** or **accessories** or spare parts are damaged beyond economical repair.
- more than the last list price of parts no longer available as new.
- more than the amount shown in the **schedule** for loss or damage to audio equipment.
- any part of a repair or replacement which improves **your vehicle** beyond its condition before the loss or damage took place
- any loss or costs from returning **your vehicle** to its legal owner
- any additional cost of modifications other than those supplied and fitted by the manufacturer or their approved garage at the time of original registration.
- loss or damage caused by **theft** or attempted **theft** while nobody is in the motor vehicle, unless all the doors, windows and other openings are closed or locked, and the motor vehicle's keys and any door or ignition unlocking devices are removed and the vehicles electronic or mechanical devices are set.
- loss or damage caused by **theft** or attempted **theft** if the keys and any door or ignition unlocking devices are left unsecured or unattended or are left in or on the unattended vehicle.
- loss or damage if any security or tracking device, which we have required you to fit or you have told us is fitted to **your vehicle**, has not been activated, is not in working order or the subscription for the maintenance contract for any tracking device has not been renewed.
- loss or damage if any security or tracking device, which we have required you to fit or you have told us is fitted to **your vehicle**, is not to Thatcham quality accreditation standard.
- loss of or damage to **your vehicle**, if at the time of the incident, it was being driven by or used by anybody not named on your **certificate of motor insurance** unless the person driving is reported to the police for taking **your vehicle** without your permission, including being charged.
- loss of or damage to **your vehicle**, if at the time of the incident, it was being driven by any member of the Policyholder's family or household, or taken by an employee or ex-employee of the Policyholder or owner of the vehicle, except if that person is convicted of the **theft** of the vehicle
- loss or damage up to the amount which appears on your **schedule** as an **excess**.
- loss of or damage to **your vehicle** if you or anyone named on the **certificate of motor insurance** was driving under the influence of drink or drugs or is convicted of an offence involving drink or drugs as a result of the incident.
- loss of or damage to **your vehicle** through deception, fraud or repossession, or due to any government, public or local authority legally taking, keeping or destroying **your vehicle**.
- loss of or damage to **your vehicle** caused by an inappropriate type of fuel being used.
- loss of or damage to any trailer, caravan or vehicle, or their contents, whilst being towed by **your vehicle**.
- depreciation, wear and tear, rust or corrosion or loss of value due to repair.
- mechanical, electrical, electronic or computer faults, failures, breakdowns, breakages, or malfunctions.
- damage to tyres caused by braking, punctures, cuts, or bursts.
- loss of use, earnings, or any other indirect loss.
- cost of alternative transport or courtesy/hire vehicle.
- loss of or damage to **your vehicle** caused by inappropriate re-charging of its fuel cell.
- loss of or damage to **your vehicle** caused by the use of re-charging cables and equipment which have not been approved by the vehicles manufacturer or those supplied by the rapid charging unit used.
- loss of or damage to **your vehicle** caused by being driven through standing and/or flowing water.
- loss or damage to **your vehicle** and/or its **accessories** whilst outside the **territorial limits**.
- loss of or damage to **your vehicle** if you or anyone named on the **certificate of motor insurance** is banned from driving in one or more countries within the European Union.
- loss of or damage to **your vehicle** if the vehicle has previously been written off or scrapped.
- loss of or damage to keys or any door or ignition unlocking devices
- increased repair and replacement part, unit or accessory or vehicle storage costs due to non-availability and/or waiting time delivery where **your vehicle** is not to UK specification (originally manufactured for sale

as new in the UK)

SECTION 4 WINDSCREEN COVER

If you have Comprehensive cover we will pay for the replacement or repair of **your vehicle's** windscreen or other windows in **your vehicle** if broken or damaged. This also includes any scratching to **your vehicle's** bodywork if solely caused by the incident, and if the work is carried with the authority of the Windscreen Helpline.

An **excess** will apply:

- If your windscreen is replaced, then a £100 **excess** is required.
- If your windscreen is repaired, then a £10 **excess** is required.
- If you use our authorised Windscreen repairer the most we will pay, after deduction of the **excess**, is £700
- If you do not use our authorised Windscreen repairer then we will not pay any more than £50, after deduction of the **excess**.

Payments under this section will not affect your No Claims Bonus, and we will only pay for a maximum of two replacement windscreen claims in a **period of insurance** under this section.

NOT COVERED BY SECTION 4

Any glass, window or roof type described here will be dealt with under SECTION 3

- Damage to plastic windows on a convertible vehicle
- Sun roofs, roof panels or panoramic windows or roofs
- Lights or reflectors

SECTION 5 GOODS IN TRANSIT (FREIGHT LIABILITY)

We will pay for all sums which you may become legally liable to pay as road carrier or bailee in respect of accidental damage to goods carried:

- Under the contract terms stated in the schedule to the limit of liability stated in the schedule
- Where liability is determined under common law due to a court of law setting aside the contract conditions that goods were carried under. Limit of indemnity £500,000 any one occurrence within the territorial limits
- In addition to any limit of indemnity we will pay costs and expenses.

The compulsory **excess** stated on the schedule will apply to any claim under this section

NOT COVERED BY SECTION 5

- **Contractual liability**

Contractual liability arising from any:

- failure to meet any agreed collection, delivery or release time or date
- failure to meet any agreed service standard performance, guarantee or similar penalty clause or any liability incurred under article 21, 24 or 26 of CMR.
- failure to collect any payment for cargo including any such liability incurred under article 21 of CMR.

- **Thief attractive goods - Theft or attempted theft of thief attractive goods**

This provision shall not apply when thief attractive goods are carried unwittingly in sealed containers or as a part of a groupage load. The burden of proving that the carriage was unwitting shall be upon you.

- **Confiscation, damage or requisition**

Loss, damage, liability or expense caused by, contributed to by or arising from confiscation, requisition or seizure by any government or public authority.

- **Death or injury**

Liability arising from death of, injury to or illness of any person.

- **Excluded causes**

Liability arising from loss of or damage caused by:

1. defective or inadequate packing, insulation, preparation or labelling
2. wear, tear, vermin, contamination or gradual deterioration
3. ordinary shortage in weight or volume, leakage or evaporation
4. depreciation or deterioration arising from variation in temperature
5. electrical or mechanical derangement or breakdown of goods.
6. inherent vice.

Exclusions 4) and 5) shall not apply where such loss is caused by fire, theft, attempted theft, collision or overturning of the carrying vehicle.

- **Excluded goods**

Liability arising from loss of or damage to excluded goods.

- **Freight operator liability ISM endorsement**

Only applicable to goods carried onboard:

1. Ro-Ro passenger ferries
2. passenger carrying vessels transporting more than 12 passengers
3. oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 gross tonnes or more
4. all other cargo ships and mobile offshore drilling units of 500 gross tonnes or more.

Loss, damage or expense where goods are carried by a vessel:

- that is not ISM Code certified
- whose owners or operators do not hold an ISM Code Document of Compliance when at the time of loading of goods on board the vessel

If you were aware or in the ordinary course of business should have been aware that

- such vessel was not certified in accordance with the ISM Code
- a current Document of Compliance was not held by the owners or operators as required under the SOLAS Convention 1974 as amended

- **Own vehicle security**

Liability arising from theft or attempted theft of goods while on or contained in any vehicle owned by you or under your control when left unattended unless:

- all doors are locked and windows and other means of access are securely closed and fastened and all locks and security devices are properly maintained and set to operate and the keys are removed from the vehicle
- any alarm or immobiliser is activated
- at any time prior to or after completion of the driver's working day or on non-working days such vehicle shall be:
 - a. garaged in a fully enclosed locked building or be under constant supervision.
 - b. in a securely locked or guarded compound surrounded by secure walls or fences.
 - c. detached trailers have an anti-hitching device fitted and set to operate.

In circumstances where you fail to comply with these requirements, we shall only indemnify you to the extent of 80% of any claim after the application of any excess with you bearing the remaining 20% in addition to the excess.

- **Pollution**

Liability arising from the emission, discharge, dispersal, release or escape of any pollutant into water, land or the atmosphere.

- **Removals**

Liability arising from household, office, factory or similar removals - including site clearance and waste disposal).

Special provisions

1. Contracts (Rights of Third Parties) Act 1999 Exclusion Clause

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this policy is not enforceable by any third party.

SECTION 6 TERRITORIAL LIMITS AND FOREIGN USE

Green Cards - important

If it is a legal requirement for a physical Green Card document to be in your possession to travel to countries permitted by this **policy** and the **territorial limits**, then you must contact your **insurance intermediary** at least 10 days prior to the start date of your travel to obtain this document. If you travel without a Green Card you may be breaking the law and may not be able to drive in the country you are visiting.

Compulsory Insurance

This **policy** provides the minimum cover required by law to use **your vehicle** in:

- Any country which is a member of the European Union (EU);
- Any country which the Commissioner of the European Community approves as meeting the requirements of Article 7(2) of the European Community Directive on Insurance of Civil Liberties arising from the use of motor vehicles (number 72/166/CEE). (If the level of cover granted under EU Directives is less than provided by the **United Kingdom** law the higher level will apply).

Travel within Territorial Limits

We will insure you for the cover shown on your **schedule** while you are travelling within the **territorial limits**, (including the process of loading and unloading) between ports or terminals in the countries where you have cover as long as the motor vehicle is being transported by a recognised air, sea or motor-rail route of not more than 65 hours in duration.

We will also pay for:

- Customs duty which you may have to pay after temporarily importing **your vehicle** into any of the countries for which cover is provided;

And/Or

- The reasonable cost of delivering **your vehicle** to your home address in the **United Kingdom** following repairs required due to accident or loss;

Provided that:

- The total number of days outside the **United Kingdom** does not exceed 60 days in any one **period of insurance**;
- Your main permanent home is in the **United Kingdom**.

Travel outside of the Territorial Limits

We will not insure you while you are travelling outside the **territorial limits**

GENERAL CONDITIONS

The cover provided by this insurance only applies if:

- the information provided during the application process and shown on the **statement of fact** and declaration is current and complete to the best of your knowledge and belief. The premium charged is based on the information you gave us when your cover started and when renewed.
- You have paid or agreed to pay the premium in full.
- Anybody claiming under this **policy** has adhered to all the conditions in this document and **endorsements** on the **schedule**.

If you have a claim:

- You must report any incident to us immediately, regardless of blame, which may lead to a claim under your **policy** and fully co-operate with us while we handle any claim.
- You must send any communication about a claim (including a writ or summons) immediately to us unanswered and also advise if you know of any future prosecution, coroner's inquest or fatal accident inquiry involving any person covered by this insurance.
- Any **theft** or attempted **theft** must be reported to the Police.
- You must not admit liability for or negotiate to settle any claim without our written permission. We may take over, defend or settle the claim, or take up any claim in your name for our own benefit. You must give us all the information and help we need.
- We shall have full discretion in the conduct of any proceedings or the settlement of any claim.
- Where required, we may request the return of the **certificate of motor insurance**, or any other supporting documentation.
- Should we deal with a claim involving the actual or constructive total loss of **your vehicle** then any outstanding instalments may be deducted from the agreed settlement value.

Fraud and Misrepresentation of Risk.

When applying for this insurance, including renewing or amending your **policy**, if you or anyone acting for you:

- provide us with incorrect or misleading information to any questions during your application process
- mislead us deliberately to obtain the insurance cover, a cheaper premium or better terms
- provide us with documentation which has been falsified or has been altered
- make a fraudulent bank or card payment to your **insurance intermediary**

We may cancel or void your **policy**. If we void your **policy** it will be treated as if it never existed.

We may withhold any premiums that you have paid to us.

We may reject any claim or reduce the amount of payment to be made

We may agree to correct your **policy** details and charge any additional premium due and apply the correct terms

Where we establish that there is any element of fraud, we will then:

- not return any premiums that you have paid to us
- recover any costs we have incurred from you
- cooperate with the authorities in the detection and prosecution of those involved in the fraud, including the Police authorities and reporting under the Proceeds of Crime Act.

If any claim is in any way fraudulent or if you or anyone acting on your behalf has used any fraudulent means, including inflating, exaggerating the claim, or submitting forged or falsified documents, or if you have given incomplete or inaccurate information, then no payment will be made, all cover under this **policy** will end and you will lose any premium that you have paid. It is our practice to fully co-operate with the authorities in the detection and prosecution of those involved in fraud.

Your vehicle.

You must take all reasonable steps to protect **your vehicle** and its contents from loss or damage, and the vehicle must be maintained, and kept in an efficient and a roadworthy condition. We must be allowed to

examine **your vehicle** if we deem this necessary.

Cancellation.

- Within 14 days (Cooling off Period): You have 14 days to decide whether to proceed with the purchase of this insurance contract, from the later of the day that you took out the insurance contract or the day you receive the full terms of the insurance contract. If the **policy** is cancelled within this 14 day period and subject to no claims having been made (or likely to be made), we will charge a cancellation fee and a proportionate premium for the period of cover already used. Your **insurance intermediary** may also charge an administration fee sufficient to cover their costs.
- You may notify us or your **insurance intermediary**, in writing or via email, of your intention to cancel the **policy**, acknowledging that the **Certificate of Motor Insurance** has ceased to have effect from the appropriate time and date.
- After 14 days: you can cancel this insurance at any time by contacting us or your **insurance intermediary** of your intention to cancel the **policy** acknowledging that the **Certificate of Motor Insurance** has ceased to have effect from the appropriate time and date. Subject to no claims having been made (or likely to be made) in the current **period of insurance**, we will charge a cancellation fee and refund a proportionate part of the premium on a pro-rata basis subject to a minimum premium charge of £50 (plus insurance premium tax (IPT) where applicable).
- Our cancellation rights: We or your **insurance intermediary** may cancel this insurance by giving you 7 days' notice by your agreed contact method. Subject to no claims having been made (or likely to be made), we will charge a fee and refund a proportionate part of the premium on a pro-rata basis subject to a minimum premium charge of £50 (plus insurance premium tax (IPT) where applicable).
- Premium defaults: If you pay your premium by instalments and there is a default in payments, we or your **insurance intermediary** may cancel this insurance by sending you 7 days' notice of cancellation in writing as detailed within above. No refund of premium will be allowed for the unexpired portion of the insurance. We and Your **insurance intermediary** may also charge a fee.

Administration Costs.

If you make any changes to your **policy**, your premium may be recalculated and you may have to pay an additional premium or you may receive a refund of premium, both of which will be subject to a minimum premium charge of £25 (plus insurance premium tax (IPT) where applicable). We will also charge a fee to cover our administration costs. Your **insurance intermediary** may also make a charge for their administration costs.

Payments made outside policy terms.

If the law of any country in which this **policy** covers you makes us obliged to settle or pay a claim which we would not normally have paid, we are entitled to ask you to repay us.

Changes to your policy cover or details.

You must advise us (or your **insurance intermediary** if applicable) immediately if any of your details change, including but not limited to: change of motor vehicle, address, use, drivers, annual mileage, occupations; vehicle modifications; medical conditions; motoring offences or fixed penalties; non-motoring offences.

When a change is advised to us, we review your cover; therefore your premium may be altered. Also, depending on the change, you are not insured until a revised Certificate of Motor Insurance has been issued.

Choice of Law.

This **policy** is governed by the law which applies in the part of the **United Kingdom** in which you live, unless otherwise agreed by you and us in writing before this **policy** starts.

GENERAL EXCLUSIONS

The General Exclusions apply to the whole of this insurance **policy** and apply in addition to the “NOT COVERED” within each **policy** section. Your insurance does NOT cover the following:

1. Use of Your Vehicle. Any accident, injury, loss, damage or liability arising while any motor vehicle covered by this insurance is:

- being used for a purpose for which **your vehicle** is not insured, used for purposes not mentioned or excluded on the **certificate of motor insurance**;
- being driven by or in the charge of any person who is not noted on the **certificate of motor insurance** as a person entitled to drive or is excluded by **endorsement**. The exclusion does not apply if **your vehicle** is in the custody or control of a member of the motor trade for maintenance or repair;
- a motor vehicle being driven by or in the charge of any person (including you) who you know is a provisional licence holder and who is not accompanied by a person aged 21 or over and has held a full UK or EU driving licence for at least 3 years;
- being driven outside of the limitations of the drivers licence, or driven by someone who does not have a valid driving licence or is breaking the conditions of their licence;
- being driven by any person (including you) who you know is disqualified from driving or has never held a licence to drive the motor vehicle, or is prevented from having a licence (unless they do not need a licence as required by law);
- being driven in an unsafe, un-roadworthy or damaged condition or where the motor vehicle does not have a valid Department of Transport test certificate (MOT) if one is required by law;
- being driven with a load or number of passengers which is unsafe;
- being used for any purpose in connection with the Motor Trade;
- being used for Public or Private Hire if you are not licensed to operate;
- let out or hired in return for money or reward;
- being driven whilst declared SORN (Statutory Off Road Notification).

2. Airside Exclusion. We will not cover any accident, injury, loss, damage or liability arising while **your vehicle** is being used in or on that part of any airport, aerodrome, airfield or military base which is used for the take off and landing of aircraft, including the movement of aircraft on the ground and aircraft parking aprons, the associated service roads, refuelling areas and ground equipment parking areas. We will not pay for any claim concerning an aircraft within the boundary of the airport or airfield.

3. Imported Vehicles. Any motor vehicle which was manufactured outside of the **United Kingdom** and imported other than through the manufacturers normal import arrangements, unless otherwise agreed.

4. Other Insurance. Any loss, damage or liability that is also covered by any other insurance **policy**.

5. Travel outside the Territorial Limits. Any loss, damage or liability that occurs outside the **territorial limits**

6. Competition and performance driving. Any accident, injury, loss, damage or liability arising while **your vehicle** is being used for racing, rallying, speed testing, competitions, speed trials, or when driven on a motor sport circuit, race track or de-restricted toll road (including Nürburgring).

7. Confiscation of your vehicle. Any loss or damage resulting from empowerment or confiscation of **your vehicle** by Customs and Excise, Police or any other Government authority. Also, we will not cover securing the release of a motor vehicle, other than **your vehicle**, which has been seized by, or on behalf of any government or public authority.

8. War and hostilities. Any result of war, invasion, act of foreign enemy, act of terrorism, hostilities (whether war is declared or not), civil war, revolution, insurrection, rebellion, coup, military or usurped power or destruction of or damage to property by order of any government or public authority except so far as is necessary to meet the minimum required by law.

9. Earthquake, Radioactivity, Pressure waves, Dangerous Goods or Riot. Direct or indirect loss, damage to liability caused by or arising from:

- earthquake;
- ionising radiation or contamination from any radioactive nuclear fuel or from any nuclear waste from burning nuclear fuel;
- the radioactive, toxic, explosive or other dangerous property of any nuclear assembly or nuclear part of that assembly;

- pressure waves caused by aircraft and other flying objects;
- carrying any dangerous substances or goods for which you need a police licence (except where we need to provide cover to meet the minimum insurance required by the relevant law).
- riot or civil commotion occurring in Northern Ireland or outside of the **United Kingdom** (except where we need to provide cover to meet the minimum insurance required by the relevant law).

10. Contracts. We will not cover any claim as a result of an agreement or contract unless we would have been responsible anyway.

11. People involved in this contract. This contract is between you and us. Nobody else has any rights they can enforce under this contract except those rights they have under road traffic law. The Contracts (Rights of Third Parties) Act 1999 does not allow any additional rights under this **policy** in favour of any third party.

12. Proceedings outside of the United Kingdom. Any proceeding brought against you or judgement passed in any court outside the **United Kingdom** unless the proceedings or judgement arises out of **your vehicle** being used in a foreign country for which we have agreed to extend this insurance cover.

13. Racing and deliberate Acts. This **policy** does not provide cover for any loss, damage, death or injury arising whilst **your vehicle** is being used in any rallies or as a result of racing formally or informally against another motorist; nor does it provide cover for any loss, damage, death or injury intentionally caused by you or any driver insured to drive **your vehicle** and/or resulting from participation in any criminal act or offence.

14. PFAS (Perfluorinated compounds, Perfluoroalkyl and Polyfluoroalkyl substances) Absolute Exclusion. Any It is hereby understood and agreed that, notwithstanding any provision of this contract, or any policy reinsured by this contract, to the contrary, this contract excludes and shall not cover PFAS losses, as defined herein.

This contract does not apply to:

1) any bodily injury, property damage, personal and advertising injury loss, liability, damage, compensation, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with the actual, alleged, or threatened contaminative, pathogenic, toxic or other hazardous properties of PFAS; and

2) any and all losses, costs and expenses resulting from any claim, litigation, dispute, arbitration, investigation or any other legal proceeding or dispute resolution in whole or in part directly or indirectly caused by, arising out of, resulting from, based upon or in any way related to, any of the following conducts, included but not limited to:

a) Actual, alleged or threatened inhalation of, ingestion of, consumption of, contact with, exposure to, existence of or presence of PFAS containing products or materials; or

b) Design, manufacturing, production, use, sale, installation, placing on the market, removal, distribution, handling, packaging, storage, marketing, processing of or any other similar business-related activity relating to PFAS-containing products or materials; or

c) Testing for, monitoring, cleaning up, abating, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of or in any way responding to, or assessing the effect(s) of PFAS-containing products or materials; or

d) Failure to report any PFAS-containing products or materials to authorities; or

e) Failure to warn of potential consequences arising from, or the inadequacy of any warning, relating to any of the conduct described in a) through d) above.

If the Reinsurer alleges that this exclusion applies to any claim under this reinsurance contract the burden of proving the contrary shall be upon the Reinsured.

Definition

As used herein "PFAS" means:

Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances in any form, including but not limited to:

- a) any organic molecule, salt, free radical or ion, the composition of which includes at least one
 - i) perfluorinated methyl group (-CF₃); or
 - ii) perfluorinated methylene group (-CF₂-); or
- b) any breakdown of any organic molecule, salt, free radical or ion, the composition thereof; or
- c) any good, product or material that has the same or similar chemical formula or structure as such Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances; or
- d) its presence or use in any alloy, by-product, compound or other material or waste that includes or is derived from such compounds or substances.

To report a new claim

Tel: [0345 600 7770](tel:03456007770)

kinetiQ UNDERWRITING

[kinetiQ Underwriting Ltd, Field House, Station Approach, Harlow CM20 2FB](https://www.kinetiqunderwriting.co.uk)

www.kinetiqunderwriting.co.uk

V1.8 July 2024