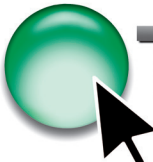




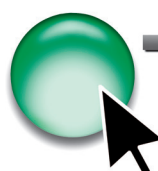
policy wording



TruckQuote.co.uk
INSURANCE

LIST OF SECTIONS

General Definitions	GD I
General Conditions	GC I
General Exceptions	GE I
Motor Vehicle	MV I
Goods in Transit	GT I
Combined Liability	CL I
Legal Defence Costs	LD I
Engineering	EN I
Income Protection	IP I
Legal Expenses	LE I



TruckQuote Portfolio

This is **Your** TruckQuote Insurance **Portfolio**.

It is the evidence of the contract **You** have made with **Us**. **We** insure **You** during the **Period of Insurance** in the terms set out in **Your** TruckQuote Insurance **Portfolio**, in return for payment of the premium.

Your Proposal Form, this **Portfolio** book, **Your Statement of Cover**, **Certificate of Insurance** if appropriate and any **Endorsements** are all part of **Your Portfolio** and should be read together to avoid misunderstanding. They show which TruckQuote Insurance Sections are in force and contain the details of **Your** cover.

The declaration signed by **You** on **Your Proposal Form** is incorporated in and is part of this contract. **You** must tell **Us** as soon as possible of any change to the information given on **Your Proposal Form** as failure to do so may invalidate **Your** cover. **You** should not wait until the next renewal date.

No promotional literature or advice booklets form part of **Your Portfolio**.

Your Statement of Cover shows the Sections and covers which are in force. **You** should read it carefully along with **Your Portfolio** book and any **Endorsements** and **Certificate of Insurance** if appropriate. **You should also pay particular attention to the *General Conditions and Exceptions*. These apply to every TruckQuote Insurance Section.** If **Your Portfolio** is amended by any **Endorsement**, **We** will notify **You** in writing.

Please make sure that **Your** TruckQuote Insurance **Portfolio** meets **Your** requirements. If it does not, please tell **Us** immediately.

Your Portfolio sets out all the circumstances in which **You** can make a claim. TruckQuote Insurance cover is not a maintenance contract and does not protect **You** or **Your Motor Vehicle** against every loss, for example where the damage is due to wear and tear or depreciation.

Cover will continue after the renewal date shown in **Your Statement of Cover** only if **We** accept **Your** renewal premium.

Signed for and on behalf of all panel Insurers.



L. Smith ACU
Authorised signatory

General Definitions

GD 1 Pages 1 - 3

Endorsement	An amendment to Your Portfolio .
Excess	The amount (if any) shown in Your Statement of Cover which You must pay under the Section of Your Portfolio under which You make a claim.
Fire	Fire, self-ignition, lightning and explosion.
Insured Person	<p>A person who is identified in Your Statement of Cover and is covered under the Commercial Vehicle, Goods in Transit, Public/Employers' Liability, Income Protection, Engineering and Legal Expenses Sections of Your Portfolio.</p> <p>Please Note: For the purposes of the Commercial Vehicle and the Public/Employers' Liability Sections of Your Portfolio, cover in respect of each Insured Person shall operate as if they are the only Insured Person covered by this Portfolio, but in the event of any claim involving more than one Insured Person any limitation in respect of any amounts payable under any Section of this Portfolio shall apply to the aggregate amounts paid to all Insured Persons</p>
Motor Vehicle	The vehicle shown under Description of Vehicle in Your Certificate of Insurance and/or in Your Statement of Cover and in respect of which details have been notified to, and accepted by Us , and including its spare parts and accessories, windscreen and windows. (The word 'vehicle' on its own means any vehicle including the Motor Vehicle).
Period of Insurance	The period starting and ending on those dates shown in the Statement of Cover and Certificate of Insurance .
Portfolio	The document consisting of the Proposal Form , this Portfolio book, the Statement of Cover , Certificate of Insurance and any Endorsements .
Pollution	All pollution or contamination of buildings or other structures or of water or land or the atmosphere.
Principal	Any party to whom You have a legal obligation to provide an indemnity.
Proposal Form	The form signed by You which provides information about You , the property or any other person who is covered under this Portfolio and all material information relevant to the cover which You have requested.
Radioactive Contamination	<ol style="list-style-type: none">a) Ionising radiations or contamination by radioactive material from any nuclear fuel or from any nuclear waste from the combustion of any nuclear fuel;b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it;
Statement of Cover	The document which identifies You and the details of this Portfolio that are specific to You or any other person who is covered under this Portfolio , together with details of the Insurer .
Sum Insured	The amount for which each type of property is Insured as shown in the Statement of Cover or as notified to You at renewal.

Territorial Limits

Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man, and the Channel Islands, including transit by water, rail or air, directly between any of these territories, provided that transit is by commercial carrier.

If the **Certificate of Insurance** states that **Your Motor Vehicle** insurance is provided by Equity Red Star then the definition of **Territorial Limits** applicable to **Your Motor Vehicle** Section shall read as follows:

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, including transits by water or rail directly between any of these territories, provided that transit is by commercial carrier.

Theft

Theft, attempted **Theft**, or the taking away of the **Motor Vehicle** without **Your** consent or the **Owner's** consent.

Trailer(s)

A **Trailer** which is properly constructed to be towed by a **Motor Vehicle**, which is of a size appropriate for the capacity of the **Motor Vehicle** and which is used for the carriage of goods. Any plant permanently attached to a **Trailer** shall be regarded as part of that **Trailer**.

War

- a) War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
- b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

We/Us/Our/Insurer

The company providing the cover as detailed in the **Statement of Cover**.

You/Your/Insured

Whoever is named in the **Statement of Cover** and the **Certificate of Insurance** as the Insured.

Terrorism

Applicable to all Sections of **Your Portfolio** unless stated below:

- a) any act including but not limited to
 - (i) the use of force and/or violence and/or
 - (ii) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes contributory cause or event
- b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

In respect of the Employers Liability and Public Liability Sections of **Your Portfolio**, this definition shall read as follows:

Terrorism

Any act including but not limited to the use of force or violence or the threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any other organisation or government committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public or any Section of the public in fear.

Terrorism

Where **Your Motor Vehicle** insurer is Equity Red Star then for the purposes of the **Motor Vehicle** Section of **Your Portfolio Terrorism** is as defined in the UK Terrorism Act 2000

General Conditions

GCI Pages 1 - 2

Cancellation

We may cancel this **Portfolio** by sending seven days notice to **You** at **Your** last known address, and in such event will return to **You** the pro-rata balance of the premium.

Claims Procedure

You must provide us without delay and at **Your** expense with full details of any incident or claim which might be covered by **Your Portfolio** and in the event of **Theft**, vandalism or any malicious or other criminal act **You** must tell the police without delay. **You** must also provide **Us** with any supporting evidence which **We** may reasonably require including written estimates and proof of ownership and value. **You** must not dispose of any damaged items until **We** have had the opportunity to inspect them.

Any writ, summons, other legal document, letter of claim, or other correspondence relating to any incident which might be covered by **Your Portfolio** which is received by **You** or any other **Insured Person** must be sent to **Us** unacknowledged without delay.

You must not answer any correspondence from anyone else relating to any claim which might be covered by **Your Portfolio** without **Our** written consent.

You must give **Us** whatever information or assistance **We** reasonably request to enable **Us** to deal with any claim on **Your** behalf.

You must not admit, deny, negotiate or promise to pay any claim without **Our** written consent.

Fraud

If any claim is in any respect fraudulent, or if any fraud or deception is used by **You** or any other **Insured Person** or anyone acting on **Your** or their behalf to obtain benefit under **Your Portfolio**, all benefits under **Your Portfolio** will be lost and **You** must pay back any benefits for any such claim **We** have already paid.

Notification of Changes

You must notify **Us** without delay of any matters which might affect the risks covered by **Your Portfolio**.

In respect of the Income Protection Section of **Your Portfolio**, **You** must notify **Us** of any special feature of any **Insured Person** which may make physical disability more serious or death or physical disability more likely to happen.

Any failure by **You** to tell **Us** without delay of any changes to the information given on **Your Proposal Form** may result in the wrong terms being quoted, a claim being rejected or reduced, or **Your Portfolio** being invalidated.

Other Insurance

Where a claim under **Your Portfolio** is also covered by any other insurance **We** will pay **Our** rateable proportion.

Precautions

You and any other **Insured Person** must take all reasonable steps at **Your** expense to prevent or minimise loss, damage or accident and maintain the insured property in sound condition and good repair.

Under the **Motor Vehicle** Section of **Your Portfolio**, **You** must keep **Your Motor Vehicle(s)** in roadworthy condition and allow **Us** free access to examine **Your Motor Vehicle(s)** at all reasonable times.

Under the Public/Employers' Liability Sections of **Your Portfolio**, **You** must take all reasonable precautions to prevent any circumstances or cease any activity which may give rise to any claim under **Your Portfolio** and maintain all property covered by **Your Portfolio** in sound condition.

Several Liability

Where **Your** insurance is provided by a Lloyd's based insurer, that insurer will be made up of certain underwriters at Lloyd's. Each underwriter is only liable for their own share of the risk and not for any other's share. **You** can ask **Us** for the names of the underwriters and the share of the risk that each has taken on

Subrogation

In the event of a total loss of any property insured by **Your Portfolio**, **We** have the right to the salvage, but if **We** do not exercise that right, **You** remain responsible for it and its disposal.

You or any **Insured Person** must allow **Us** to take in **Your** name or the name of any **Insured Person** all the steps necessary to enforce **Your** rights or those of the **Insured Person** against any other party, including the defence or settlement of any claim or the pursuit of a claim in the name of **You** or any other **Insured Person** and **We** will pay the reasonable costs and expenses involved.

The law that applies to the contract

The appropriate law as set out below will apply unless **You** and the **Insurer** agree otherwise

- a) The law applying in that part of the UK, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named **Insured Person** normally lives, or
- b) in the case of a business, the law applying in that part of the UK, Channel Islands or Isle of Man where it has its principle place of business, or
- c) if **Your Motor Vehicle** insurance is provided by Equity Red Star then, for the purposes of **Your Motor Vehicle** Section the law that applies will be the law of England and Wales.
- c) should none of clauses above be applicable, the law of England and Wales will apply.

General Exceptions

GEI Pages 1 - 1

We will not pay for:

1 CONSEQUENTIAL LOSS

Consequential or indirect loss of any kind or description incurred by **You** or an **Insured Person**.

2 RADIOACTIVE CONTAMINATION AND TERRORISM

Any loss or damage to property, legal liability, expense, consequential loss, bodily injury or medical treatment for any medical condition which is directly or indirectly caused by, or arising from, or contributed to, by:

a) **Radioactive Contamination**

b) any consequence whatsoever resulting directly or indirectly from, or in connection with **Terrorism** (except to the extent that we are liable under the **Road Traffic Acts**) regardless of any other contributory cause or event:

Where **We** are liable under the **Road Traffic Acts** the maximum amount **We** will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by **You** or any other person and for which cover is provided under this **Portfolio** will be

- i) any third-party property damage limit specified in the **Portfolio** or £5,000,000 whichever is the lower in respect of all claims consequent on one originating cause, or
- ii) such greater sum as may in the circumstances be required by the **Road Traffic Acts**

3 WAR AND ASSOCIATED RISKS

Except to the extent that **We** are liable under the **Road Traffic Acts**, this **Portfolio** does not cover any consequence whatsoever resulting directly or indirectly from or in connection with **War** regardless of any other contributory cause or event.

4 SONIC BANGS

Loss or damage caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speed.

5 CONTRACTUAL LIABILITY

Any liability that attaches by virtue of any agreement but which would not have attached in the absence of such agreement.

Motor Vehicle

MVI Pages 1 - 9

In the event of a claim . . .

DO:

1. *where any accident involves death or serious injury or extensive property damage, telephone TruckQuote on 0870 410 0956 **without delay.***
2. *in the event of a theft or malicious damage incident, report to the nearest Police Authority without fail*
3. *obtain the names and addresses of any witnesses*
4. *obtain the name and address and insurance details of any third parties involved in the accident*

DON'T:

1. *admit liability*
2. *negotiate or promise to pay without Insurers' consent*

A COMPREHENSIVE COVER

If you have **Comprehensive Cover - We** cover loss of or damage to:

- a) the **Motor Vehicle**
- b) the windscreen and/or windows of the **Motor Vehicle**
- c) **Audio-visual and Communication Equipment** permanently installed in the **Motor Vehicle**
- d) any **Trailer**
- e) **Motor Vehicle Tool Kits** caused by fire, **Theft** or other accidental means.

We also cover legal liability to others

Limit of cover

- i) in respect of the **Motor Vehicle We** provide cover up to the **Market Value** or the amount specified in **Your Statement of Cover**, whichever is the lower.
- ii) In respect of **Motor Vehicle Tool Kits We** provide cover up to £500 for any one incident

General Sections GD1, GC1 and GE1 (at the beginning of your Portfolio) inclusive, and Parts 1 to 22 inclusive and Sections 24, 26 and 27 are applicable.

B THIRD PARTY FIRE AND THEFT COVER

If you have **Third Party Fire and Theft Cover - We** cover loss or damage caused by fire, lightning, explosion and **Theft** to:

- a) the **Motor Vehicle**
- b) **Audio-visual and Communication Equipment** permanently installed in the **Motor Vehicle**
- c) any **Trailer**
- d) **Motor Vehicle Tool Kits**

We also cover legal liability to others

Limit of Cover

- i) in respect of the **Motor Vehicle We** provide cover up to the **Market Value** or the amount specified in **Your Statement of Cover**, whichever is the lower.
- ii) In respect of **Motor Vehicle Tool Kits We** provide cover up to £500 for any one incident

General Sections GD1, GC1 and GE1 (at the beginning of your Portfolio) inclusive, and Parts 1 to 14, 16, 17, 19 to 22 inclusive, 24, 26 and 27 are applicable.

C. THIRD PARTY COVER

If you have **Third Party Cover -**

General Sections GD1, GC1 and GE1 (at the beginning of your Portfolio) inclusive, and Parts 1 to 9 inclusive and 24 to 27 inclusive are applicable.

D LAID-UP FIRE AND THEFT COVER

If you have **Motor Vehicle Laid-up Fire and Theft Cover - We** cover loss of or damage caused by fire, lightning, explosion, self ignition and **Theft** whilst in any locked private or public garage to:

- a) the **Motor Vehicle**
- b) **Audio-visual and Communication Equipment** permanently installed in the **Motor Vehicle**
- c) **Motor Vehicle Tool Kits**

Limit of Cover

- i) in respect of the **Motor Vehicle We** provide cover up to the **Market Value** or the amount specified in **Your Statement of Cover**, whichever is the lower.
- ii) In respect of **Motor Vehicle Tool Kits We** provide cover up to £500 for any one incident

General Sections GD1, GC1 and GE1 (at the beginning of your Portfolio) inclusive, and Parts 1, 2, 7 to 10, 14, and 20 to 23 inclusive and 27 are applicable.

PART I – DEFINITIONS

Appointed Representative

A solicitor or other qualified person or firm appointed to act for a **Permitted User**.

Audio-visual and Communication Equipment

Radio, cassette, compact disc or other audio equipment telephone or other communication equipment or other visual entertainment equipment and any visual navigation equipment permanently installed in the **Motor Vehicle** and portable telephones whilst connected to a power source in the **Motor Vehicle**

Certificate of Insurance

The document which provides evidence that insurance is in force which satisfies the requirements of the **Road Traffic Acts**. **Your Certificate of Insurance** shows who may drive the **Motor Vehicle(s)** and the purposes for which the **Motor Vehicle(s)** can be used.

Current List Price

The cost (including taxes and delivery) of replacing a **Motor Vehicle** with a new vehicle of the same make and model as advertised by the manufacturer.

Defined Organisation

A motor garage or other similar motor trade business not belonging to **You** which has custody of a **Motor Vehicle** for the purpose of maintenance, repair, test or service, or a hotel or restaurant or similar establishment not belonging to **You** which has custody and control of a **Motor Vehicle** solely for the purpose of parking.

Emergency Treatment Fees

Payment for charges prescribed by the **Road Traffic Acts** for emergency medical assistance following a road traffic accident involving a **Motor Vehicle**.

General Average Contribution and Sue and Labour Charges

Costs (in relation to the value of a **Motor Vehicle**) incurred under Maritime Law.

Hazardous Location

- a) Power Stations
- b) Nuclear Installations or establishments
- c) Refineries, bulk storage or production premises in the Oil, Gas or Chemical Industries
- d) Bulk storage or production premises in the Explosive, Ammunition or Pyrotechnic Industries
- e) Ministry of Defence premises
- f) Military Bases

High Category Hazardous Goods

Any goods of a nature and/or quantity that require carriage in accordance with:

- a) the Radioactive Materials (Road Transport) (Great Britain) Regulations 1996
- b) Transport Classes 1 to 9 of the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2004
- c) any re-enactment or replacement of such regulations with any other legislation of similar intent (including subsequent legislation) if applicable

Legal Expenses

Legal fees and other expenses reasonably and properly incurred by an **Insured Person** for representation in connection with any Legal Proceedings (including any Coroners Inquest or Fatal Accident Inquiry) involving that **Insured Person**, including costs which that **Insured Person** is required to pay by the order of a court, tribunal, arbitrator or by agreement with **Us**.

Licence Holder

A person who holds a licence to drive a **Motor Vehicle** or has previously held a licence to drive a **Motor Vehicle** and is not presently disqualified from obtaining another licence.

Limit of Indemnity/Liability	The maximum amount payable by Us as shown in Your Statement of Cover
Market Value	The replacement cost of a Motor Vehicle, Audio-visual and Communications Equipment, Motor Vehicle Tool Kit or Trailer (as the case may be) immediately prior to the incident giving rise to the claim, taking into account the make, specification, age, mileage, condition and all other relevant characteristics of the Motor Vehicle, Audio-visual and Communications Equipment, Motor Vehicle Tool Kit or Trailer .
Motor Vehicle Tool Kit	A set of tools kept on a Motor Vehicle used to ensure the continued operation of the vehicle, or for use in the event of minor breakdown.
No Claims Discount / NCD	A discount from standard premium to insure a Motor Vehicle in return for not making or not having made a claim – see No Claims Discount Structure
Owner	A person who owns a vehicle or has hired a vehicle under a hire purchase agreement or has leased a vehicle under a vehicle leasing agreement.
Permitted User	You or any Person Entitled to Drive or any passenger who You or any Person Entitled to Drive has authorised to be in the Motor Vehicle , or any person who is using but not driving the Motor Vehicle with the permission of You or the Person Entitled to Drive .
Person Entitled to Drive	Any person who has Your permission to drive the Motor Vehicle provided that Your Certificate of Insurance allows that person to drive and they are not excluded by an Endorsement
Road Traffic Acts	Any Acts, laws or Regulations which govern the driving or use of any Motor Vehicle in the United Kingdom .
United Kingdom	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
Young or Inexperienced Driver	A person who is aged 24 or under, or is aged 25 years or over but holds a provisional driving licence or has held a full United Kingdom or European Union driving licence for less than 12 months.

PART 2 – GENERAL EXCEPTIONS

We do not cover any incident:

- a) occurring whilst a **Motor Vehicle** is being:
 - 1) used without **Your** permission for purposes which are not permitted by **Your Certificate of Insurance**, unless the claim is for loss or damage to the **Motor Vehicle** when the **Motor Vehicle** is in the custody of a **Defined Organisation**.
 - 2) driven by **You** unless **You** are a **Licence Holder**
 - 3) driven with **Your** permission by any person
 - a) who is not permitted to drive by **Your Certificate of Insurance** or
 - b) who **You** know or ought reasonably to have known is not a **Licence Holder**,
 unless the claim is for loss or damage to the **Motor Vehicle** when the **Motor Vehicle** is in the custody of a **Defined Organisation**.
- b) which causes any direct loss, injury or damage and which arises out of or in consequence of:
 - 1) earthquake
 - 2) riot or civil commotion occurring in Northern Ireland or outside the **Territorial Limits** except where Part 4 applies or where such liability is required to be covered by the **Road Traffic Acts**

- c) whilst any vehicle which **We** cover is being used for:
 - 1) any rally, competition, motor trial, trial of speed, performance test including off road events, whether between **Motor Vehicles** or otherwise, and irrespective of whether this takes place on any circuit or track formed or otherwise and regardless any statutory authorisation of such event(s)
 - 2) the carriage of passengers for hire or reward.
- d) caused whilst **Your Motor Vehicle** is being used in that part of an aerodrome or airport provided for the take-off and landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas, and those parts of passenger terminals which come within the Customs examination area except where such liability is required to be covered by the **Road Traffic Acts**.

PART 3 – NO CLAIMS DISCOUNT STRUCTURE

Where there has been no claim: **Your NCD** will be increased each year to the percentages shown below if no incidents occur during the **Period of Insurance** which result in a claim being made under this Section of **Your Portfolio**:

NCD AT COVER START DATE OR PREVIOUS RENEWAL	NCD FOLLOWING A CLAIM-FREE YEAR
60%	60%
60%	60%
55%	60%
50%	55%
35%	50%
25%	35%
15% intro	25%

Where there has been a claim: **Your NCD** will be reduced each year to the percentages shown below if an incident occurs during the **Period of Insurance** which results in a claim being made under this Section of **Your Portfolio**:

NCD AT COVER START DATE OR PREVIOUS RENEWAL	NCD FOLLOWING A CLAIM OR CLAIMS		
	One Claim	Two Claims	Three or More Claims
60%	55%	35%	Nil
60%	50%	25%	Nil
55%	35%	Nil	Nil
50%	25%	Nil	Nil
35%	Nil	Nil	Nil
25%	Nil	Nil	Nil
15% intro	Nil	Nil	Nil

Note: Payments made for **Emergency Treatment Fees** and (if you have comprehensive cover) breakage of glass in the windscreen and/or windows (where this is the only damage to the **Motor Vehicle** other than scratching of the bodywork resulting from the breakage) do not affect **Your NCD** entitlement

If the **Insurer** shown in the **Statement of Cover** is Equity Red Star then the following **NCD** wording will apply:

If no claim arises during the **Period of Insurance We** will give a reduction to **Your** renewal premium as shown below:

NUMBER OF YEARS WITH NO CLAIM	REDUCTION
One year	25%
Two years	35%
Three years	40%
Four years	50%
Five years	55%
Six years	60%

If only one claim arises during any **Period of Insurance Your** existing **NCD** will be reduced at **Your** next renewal, provided insurance is invited by **Us** at the existing terms and conditions (value excepted), as follows:

- * from 60% to 50%
- * from 55% to 40%
- * from 50% to 35%
- * from 40% to 25%
- * from 35% or 25% to nil

If two or more claims have arisen in any **Period of Insurance Your NCD** will be reduced to nil. If more than one **Motor Vehicle** is covered by this **Portfolio** the **NCD** will be assessed individually for each **Motor Vehicle**. If the insurance continues on a replacement **Motor Vehicle** following a total loss, no **NCD** will be allowed on such vehicle unless agreed by **Us**.

Your **NCD** cannot be transferred to another person.

PART 4 – LIABILITY TO OTHERS WHEN YOU ARE DRIVING OR USING THE MOTOR VEHICLE

We cover **You** in respect of all sums which **You** may be required to pay by law and all other costs and expenses incurred with **Our** written consent arising from:

- a) death of or bodily injury to third parties and
- b) (up to a maximum amount of £5,000,000 in respect of any one claim or number of claims arising out of any one cause) damage to their property

where such death, injury or damage arises out of an accident caused by or in connection with:

- 1) the **Motor Vehicle** or a **Trailer** which is attached to, or accidentally becomes detached from, the **Motor Vehicle**
- 2) any **Trailer** owned by **You** or hired to **You** under a hire purchase agreement whilst it is not in **Your** custody or control if there is no other insurance covering the same liability
- 3) the unauthorised movement by **You** or by a person employed by **You** of any vehicle which is causing an obstruction or otherwise preventing the operation of **Your** business

but the amount payable in respect of damage to property is limited to £250,000 while the **Motor Vehicle** is carrying any **High Category Hazardous Goods**, or is being used or driven at any **Hazardous Location** other than in any area designated for access or parking by the general public.

PART 5 – COVER FOR LEGAL EXPENSES

We will cover **Your Legal Expenses** where they relate to an incident which is covered under Part 4

PART 6 – COVER WHEN OTHERS ARE DRIVING OR USING THE MOTOR VEHICLE

We will also cover in the same way that **We** cover **You** under Parts 1 and 2:

- a) any person to whom **You** give permission to drive **Your Motor Vehicle**, provided that **Your Certificate of Insurance** allows that person to drive and they are not excluded by an Endorsement.
- b) any person to whom **You** give permission to use (but not drive) **Your Motor Vehicle** for social, domestic and pleasure purposes, provided that use for those purposes is included in **Your Certificate of Insurance**
- c) at **Your** request any passenger travelling in, or getting into or out of **Your Motor Vehicle**

PART 7 – COVER IN OTHER EUROPEAN COUNTRIES

We provide cover to satisfy the legal minimum insurance requirements of any country which is a member of the European Union, or any country which meets European Commission Directives on motor insurance and which the European Commission is satisfied meets the requirements of those Directives, including **Legal Expenses**, whilst the **Motor Vehicle** or an attached **Trailer** is in any such country, and if the legal minimum requirements of the **United Kingdom** are wider than the requirements of the countries mentioned above, **We** will provide cover which complies with the minimum requirements of the **United Kingdom**.

PART 8 – EMERGENCY MEDICAL TREATMENT

We cover any **Permitted User** for legal liability for **Emergency Treatment Fees**.

PART 9 – OUR RIGHT TO RECOVER PAYMENTS

If the law in any country in which this Section of **Your Portfolio** operates requires **Us** to settle a claim which if this law had not existed, **We** would not be obliged to pay, **We** reserve the right to recover such payments from **You** or from the person who incurred the liability.

WHAT WE DO NOT COVER UNDER PARTS 5 TO 9 INCLUSIVE:

- a) loss of, or damage to, the **Motor Vehicle** and/or **Trailer**
- b) loss of, or damage to, any property which is owned by, or in the custody of, a **Permitted User**
- c) death or injury to any of **Your** employees which arises out of the course of such employment except where such liability is required to be covered by the **Road Traffic Acts**
- d) the legal liability of any person who is driving unless that person is a **Licence Holder**
- e) the legal liability of any person who was not driving at the time of the incident giving rise to the claim, but who is claiming the benefit of this cover if that person knew or ought reasonably to have known that the driver was not a **Licence Holder**.
- f) the legal liability of any person other than **You** if that person is entitled to cover under any other **Motor Vehicle** insurance policy
- g) liability arising out of an attached or accidentally detached **Trailer** if the **Motor Vehicle** is drawing a greater load or number of **Trailers** than is permitted by law
- h) loss, damage, injury or death caused or arising beyond the limits of any carriageway or thoroughfare in connection with anyone other than the driver or attendant of **Your Motor Vehicle** either bringing a load to **Your** vehicle for loading on to and into it or taking a load away from **Your Motor Vehicle** having unloaded it

PART 10 – CLAIM SETTLEMENT

Provided the loss or damage is covered under this Part of **Your Portfolio**, **We** will settle **Your** claim as explained below, subject to any **Portfolio** limits and applicable **Excess**.

a) **Motor Vehicle and Trailer**

Following loss of, or damage to, the **Motor Vehicle** and/or **Trailer**, **We** will authorise repair or pay for repair to the damage where repair can in **Our** opinion be economically made. Where **We** have offered repair but **You** prefer a cash settlement, **We** will pay **You** an amount equal to the amount which **We** would have paid had the repair been made. Where the **Motor Vehicle** and/or **Trailer** is lost and not recovered or where repair cannot in **Our** opinion be economically made, **We** will pay the **Market Value** of the **Motor Vehicle** and/or **Trailer**.

b) **Audio-visual and Communication Equipment, Motor Vehicle Tool Kits, Windscreen and Windows**

Following loss of or damage to **Audio-visual and Communication Equipment, Motor Vehicle Tool Kits** and/or the windscreen and/or windows, **We** will authorise repair or pay for repair of the damage where repair can in **Our** opinion be economically made, or arrange replacement with similar property of equivalent pre-loss or damage quality and value where the property is lost and not recovered or where repair cannot in **Our** opinion be economically made, or where **We** have offered repair or replacement but **You** would prefer a cash settlement pay an amount equal to the amount which **We** would have paid had the repair or replacement been made, or pay the cost of replacement with similar property of equal pre-loss or damage quality and value where **We** are unable to arrange economic replacement.

PART 11 – PROTECTION, RECOVERY AND DELIVERY OF THE MOTOR VEHICLE

Provided that the loss or damage is covered under **Your Portfolio**, **We** will pay the reasonable cost of protection of the **Motor Vehicle** from further loss or damage; recovery of the **Motor Vehicle**, if it cannot be driven, to the nearest repairer; and delivery of the **Motor Vehicle** after its repair or recovery to **Your** address in the **United Kingdom**.

PART 12 – PAYMENT WHEN THE MOTOR VEHICLE AND/OR TRAILER IS SUBJECT TO A HIRE PURCHASE AGREEMENT OR OTHER AGREEMENT

If **We** are advised prior to the incident giving rise to the claim that the **Motor Vehicle** and/or **Trailer** is the subject of a hire purchase agreement or a vehicle leasing agreement or any other agreement, **We** will pay the person or the organisation who under the terms of the agreement is entitled to payment, and their receipt of the payment will be a discharge of any claims under this Section of **Your Portfolio**.

PART 13 – NEW MOTOR VEHICLE

If the **Motor Vehicle** is less than 6 calendar months old from the date of the initial registration at the time when totally destroyed, or lost and not recovered, or damaged and the cost of repair would exceed 60% of its **Current List Price** immediately before the destruction or loss, **We** will replace the **Motor Vehicle** with a new vehicle of the same make and specification, if currently available for sale in the **United Kingdom**, provided the **Motor Vehicle** was purchased by **You** and belongs to **You** or is supplied to **You** under a hire purchase agreement. However, if the **Insurer** shown in **Your Certificate of Insurance** is Equity Red Star, then the cover under this Part 13 of the Motor Vehicle section of **Your Portfolio** does not apply to **Your Motor Vehicle**.

PART 14 – COVER FOR TRAILERS

We cover loss of or damage to any **Trailer** while attached to, or accidentally detached from, **Your Motor Vehicle**, or any **Trailer** owned by **You** or hired to **You** under a hire purchase agreement or leased or rented for a period of not less than three months whilst detached from **Your Motor Vehicle**, or any **Trailer** in **Your** custody or control whilst detached from **Your Motor Vehicle** subject to the **Excess** mentioned in Part 17.

If the **Insurer** shown in the **Statement of Cover** to Section MV I is Equity Red Star and you have more **Trailers** than tractor units then **We** will only provide this cover on **Your** additional **Trailers** subject to payment of an additional premium (shown in **Your Statement of Cover** as "Additional Trailers" if cover applies, and subject to the following:

We will not be liable:

- a) for loss or damage to the contents of any **Trailer**;
- b) unless the **Trailer** is securely parked with the brakes on when it is not attached to **Your Motor Vehicle**;
- c) for any **Trailer** which has plant permanently attached or forming part of it, other than a lifting device for self loading, (except where **We** need to cover the minimum insurance required by the relevant law;
- d) if more than one **Trailer** is being towed at any one time; or
- e) if the **Trailer** is not properly secured to **Your Motor Vehicle** by towing equipment manufactured for the purpose.

The most **We** will pay for any one **Trailer** is the amount shown against this extension in the **Statement of Cover**.

PART 15 – TRANSITS BY AIR, RAIL OR WATER

Where **Your Motor Vehicle** is being used within the **Territorial Limits** or in any country for which **We** have issued **You** with a **Green Card** **We** will also cover:

- a) the transit of **Your Motor Vehicle**, including loading and unloading, by sea, air or rail in or between the countries specified provided that, if by sea, the transit is by a recognised sea passage of not longer than 65 hours and, if by air, the journey is by scheduled air service. (Where **Your Motor Vehicle** cover is provided by Equity Red Star **We** will not provide cover for transits by air)
- b) reimbursement of any customs duty **You** may have to pay after temporarily importing **Your Motor Vehicle** into any of the countries specified in the **Green Card**, subject to **Your** liability arising as a direct result of a claim covered by this Section of **Your Portfolio**
- c) **General Average Contributions and Sue and Labour Charges** incurred whilst **Your Motor Vehicle** is being transported by sea between any of the countries specified in the **Green Card**, provided that **Your Motor Vehicle** is covered by this **Portfolio** for loss or damage.

PART 16 – REPLACEMENT LOCKS

If **Your Motor Vehicle** keys or lock transmitter are lost or stolen **We** will pay the cost of replacing the door locks and/or the ignition/steering lock and/or the lock transmitter and central locking interface, if **You** can establish to **Our** satisfaction that the identity or garaging address of **Your Motor Vehicle** is known to any person who is in possession of **Your** keys or transmitter

PART 17

You must pay any **Excess** shown against **Your** loss or damage **Excess** in **Your Statement of Cover**.

PART 18 – YOUNG OR INEXPERIENCED DRIVER EXCESS

You must pay the **Excess** shown against 'Young or Inexperienced Driver Excess' in **Your Statement of Cover** in respect of any claim for loss or damage to the **Motor Vehicle** if it is being driven by a **Young or Inexperienced Driver**, but this **Excess** does not apply:

- a) in respect of loss of, or damage to, the **Motor Vehicle** caused by fire, lightning or explosion, or **Theft**
- b) whilst the **Motor Vehicle** is in the custody of a **Defined Organisation**
- c) to breakage of glass in the windscreen and/or windows where this is the only damage to the **Motor Vehicle** other than any scratching of the bodywork resulting from the breakage.

PART 19 – WINDSCREEN AND WINDOWS EXCESS

You must pay the **Excess** shown in **Your Statement of Cover** against 'Windscreen and Windows Excess' in respect of any claim which is solely for the replacement (but not repair) of glass in the windscreen and/or windows of the **Motor Vehicle**, or any claim for any repair to scratches to the bodywork resulting from the breakage.

PART 20 – TRAILERS

We will not cover loss of or damage to any caravan or any trailer tent or any property being conveyed by **Trailer**. **You** must pay the first £350 of any **Theft** claim for a trailer attached to a tractor unit, and the **Excess** shown in **Your Statement of Cover** in respect of any detached **Trailer**. **We** do not cover loss or damage caused by towing a greater load or number of **Trailers** than is permitted by law.

PART 21 – THEFT

We will not cover loss of, or damage to, **Your Motor Vehicle** or **Trailer** arising from **Theft** if the ignition key of **Your Motor Vehicle** has been left in or on the **Motor Vehicle** or **Trailer**.

PART 22 - OTHER EXCEPTIONS

We will not cover:

- a) loss of value following repair
- b) loss of use
- c) wear and tear
- d) mechanical, electrical, electronic or computer failures, breakdowns or breakages
- e) loss by depreciation
- f) damage to tyres unless caused by an accident in which the **Motor Vehicle** was involved.
- g) confiscation, requisition or destruction by or under the order of any government, public or local authority

the following, where the **Insurer** shown on **Your Certificate of Insurance** is Equity Red Star:

- h) repairs or replacements which improve the condition of **Your Motor Vehicle**
- i) loss of or damage to accessories unless they are permanently attached to **Your Motor Vehicle**
- j) loss of or damage to **Your Motor Vehicle** caused by someone who got it by fraud or deception

- k) loss resulting from repossessing **Your Motor Vehicle** and returning it to its rightful owner
- l) damage due to liquid freezing in the cooling system, unless **You** have taken reasonable precautions as laid down by the vehicle manufacturer's instructions

PART 23

We will not pay for any loss or damage to the **Motor Vehicle** unless it was at the time of the loss or damage in a locked public or private garage.

PART 24

We will not cover loss, damage, injury or death directly caused by **Pollution** unless caused by a sudden unidentifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the **Period of Insurance** except where such liability is required to be covered by the **Road Traffic Acts**.

PART 25

We only cover those legal liabilities to others for which insurance is compulsory under the **Road Traffic Acts**.

PART 26

You may cancel this cover by returning your **Certificate of Insurance** to **Us**. Provided no claim has occurred during the current **Period of Insurance** we will return to **You** the balance of premium due to **You** subject to a minimum time on risk charge.

Part 27

You will immediately provide **Us** with all relevant details of all **Motor Vehicles** whose use is covered by this Section of **Your Portfolio** as required by the relevant law applicable in Great Britain and Northern Ireland for entry onto the Motor Insurer Database.

Goods in Transit

GTI Pages 1 - 8

In the event of a claim . . .

DO:

1. *in the event of an incident which may give rise to a claim, ask TruckQuote for assistance on claims procedures as soon as possible.*
2. *forward the following to TruckQuote **unanswered** without delay:*
 - (a) *third party correspondence*
 - (b) *writs*
 - (c) *summons*
 - (d) *other legal documents*
3. *in the event of a theft or malicious damage incident, report to the nearest Police Authority without fail*

DON'T:

1. *admit liability*
2. *negotiate or promise to pay without Insurers' consent*

DEFINITIONS

For the purposes of this Section of **Your Portfolio** the following expressions shall have the meanings set out below wherever they appear in the Section:

For ease of reference, defined expressions are shown in bold but any failure to do so will not change the meaning of the expression.

British Isles	Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, the off-shore islands and the Republic of Ireland
CMR	The Convention on the Contract for the International Carriage of Goods by Road (CMR)
Container	Any container, tanktainer, demountable body, flat or similar unit (including ancillary equipment whilst attached to any such unit)
Damage	Physical loss or damage, destruction or misdelivery
Electronic Data	Information represented or stored in electronic form; facts, concepts and information converted to a form usable for communications, display, distribution, interpretation or processing by electronic or electro-mechanical data processing or electronically controlled equipment and including programs, software and other coded instructions for such equipment
Employee	<ul style="list-style-type: none"> a) any person under a contract of service or apprenticeship with You, or b) any self employed individual providing You with labour only, or c) any individual hired to, or borrowed by You
Event	Any one occurrence or all occurrences of a series consequent upon or attributable to one original source or cause
Event Limit	The maximum amount We will pay for all claims arising out of one Event
FTA	The edition of the Freight Transport Association Conditions for the Carriage of Goods by Road in the United Kingdom shown in the Statement of Cover
High Risk Property	<p>Bullion, precious metals and/or stones and/or articles made of or containing precious metals and/or stones</p> <p>Jewellery and/or watches</p> <p>Processed tobacco and/or tobacco products</p> <p>Lap-top, palm-top and similar portable computer equipment</p> <p>Mobile, cellular, WAP and other portable telephone equipment</p> <p>System boards, memory boards, microchips, integrated circuits, microcontrollers, hard disks, disk drives, memory SIMMS, memory DIMMS, central processing units, CD ROM drives, PCMCIA cards and similar Electronic Data processing equipment for use with computers and/or hardware and/or software and/or programs and/or Electronic Data processing equipment</p>
Mainland Europe	Andorra, Austria, Belgium, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Monaco, Netherlands, Norway, Poland, Portugal, San Marino, the Slovak Republic, Spain, Sweden and Switzerland

Property

If Option A is specified in **Your Statement of Cover**:

Goods and/or merchandise carried for reward other than:

- a) **Containers**
- b) goods and/or merchandise owned or hired by or leased or loaned to **You**

If Option B is specified in **Your Statement of Cover**:

Sand, gravel, stone, aggregates, coated stone, coal, salt and any other similar raw materials, tarmacadam, bricks, blocks, finished concrete products, timber products, ready mixed concrete and similar products appertaining to building and allied trades and low value agricultural products carried for reward.

RHA

The edition of the Road Haulage Association Limited Conditions of Carriage shown in the Statement of Cover

Subcontractor

Any person (other than an **Employee**) to whom **Property** and/or **Transportation Equipment** is entrusted for reward by **You** or on **Your** behalf for the performance of the whole or part of the contract

Theft

For the purposes of this Section the expression **Theft** includes the taking away of the **Property**

Thief Attractive Property

Bottled perfumery
 Bottled spirits
 Clothing and/or footwear
 Televisions, digital cameras, audio equipment, video equipment and/or associated pre-recorded media
 Computer equipment, associated software, electrical and/or electronic accessories
 Non-ferrous metals in sheet, bar, tube, ingot, coil, scrap or similar form

The expression **Thief Attractive Property** does not include **Property** specified in the definition of **High Risk Property**

Transportation Equipment

Containers, load securing and stowage equipment and any ancillary and similar equipment for which cover is provided by this Section of **Your Portfolio** but excluding **Motor Vehicles** and self propelled equipment

Unattended

Where neither **You** nor any **Employee** are in a position to keep the **Vehicle** and/or **Property** under constant surveillance and at the same time have a reasonable prospect of preventing any unauthorised interference with the **Vehicle** and/or **Property**

Vehicle

Any **Motor Vehicle** (other than motor cycles) or **Trailer** used for the carriage of **Property**

Vehicle Limit

The maximum amount **We** will pay for all **Property** in or on any one **Motor Vehicle**, **Trailer** or **Motor Vehicle** and **Trailer** combination at any one time

Western Europe

Andorra, Austria, Belgium, Denmark, France, Germany, Gibraltar, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, San Marino, Spain, Sweden and Switzerland

GENERAL CONDITIONS

1) Variation of contract conditions

You must not agree to:

- a) vary the contract conditions specified in the **Statement of Cover** nor
- b) accept any special declaration of value nor
- c) accept any declaration of special interest in delivery

without **Our** prior consent

2) Subcontractors

- a) **You** must not entrust **Property** and/or **Transportation Equipment** to any **Subcontractor** unless they have agreed in writing prior to acceptance:

- i) to accept no less liability than **You** have and
- ii) to fully indemnify **You** for all loss and **Damage**.

This condition does not apply to **Property** or **Transportation Equipment** entrusted by **You** to any **Subcontractor** acting in the capacity of a shipping line, airline, port or railway operator.

- b) Under no circumstances whatsoever shall the benefit of this Section of **Your Portfolio** pass to any **Subcontractor** or the insurers of any **Subcontractor**
- c) **You** must take all reasonable steps to hold responsible any party who has (or may have) a liability in respect of any claim under this Policy, including the giving of written notice in due time and ensuring that any time limit is protected.

3) Section limits

Irrespective of the number of parties claiming under this Section of **Your Portfolio** **We** will not pay more than the Section Limits specified in **Your Statement of Cover** for all claims arising out of one **Event**.

4) Parties insured by this Section of Your Portfolio

Where "The **Insured**" named in the **Statement of Cover** comprises more than one party, all such parties shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and the parties named in the **Statement of Cover** being jointly insured.

5) Drivers References

You must obtain and retain two satisfactory references from reliable sources for all drivers engaged after inception of this Section of **Your Portfolio** and prior to entrusting them with any **Property, Transportation Equipment** or goods. Verbal references must be recorded in writing at the time they are taken. All references (including the written record of any verbal reference) must include the date supplied, name of the person who supplied the information and the organisation they represent and must be produced to **Us** promptly on demand.

If **You** fail to obtain and retain such satisfactory references **We** will still indemnify **You** provided that **We** consider that such failure was immaterial to the claim.

This condition does not apply to drivers supplied to **You** by any employment agency.

6) Underinsurance

Where Full Responsibility cover is provided under this Section of **Your Portfolio** and at the time of any **Damage** **Your** liability for **Property**:

- a) contained in or on any **Vehicle** exceeds the **Vehicle Limit** or
- b) exceeds the **Event Limit**

then **You** will be considered as being **Your** own insurer for the difference and shall bear a proportionate share of the claim accordingly.

7) Vehicles owned/operated

You must not at any time own or operate a greater number of **Vehicles** than the number declared to and agreed by **Us** for the purposes of this Section of **Your Portfolio**.

GENERAL EXCEPTIONS

We will not pay claims for:

- 1) **Damage** to or **Your** liability for:
 - a) documents;
business records;
money;
securities for money;
negotiable instruments;
unused postage stamps;
savings stamps;
cash, credit, debit and/or charge cards;
consumer redemption vouchers, stamps or cards;
lottery tickets and/or scratch cards

and **Property** of a similar nature to any of the above.

 - b) **Trailers** other than whilst being carried on a **Vehicle** for reward.
 - c) **Property** being towed other than on a **Trailer**.
 - d) **Property** in the course of a household, office, factory or similar removal.
 - e) **Property** stored at a rental or under a contract for storage and distribution or otherwise upon request.
 - f) **Damage** or injury to or death, disease or illness of any person or living creature.
 - g) natural deterioration.
- 2) **Theft** of **Thief Attractive Property** (unless **You** can prove to our satisfaction that neither **You** nor any **Employees** had any means of knowing that such **Property** was being carried) whilst:
 - a) entrusted to any agency driver or subcontractor or
 - b) unattended unless at the time of the theft the **Property** was either:
 - i) loaded in or on a **Vehicle** which was parked in either
 - 1) a building which was securely closed and locked or
 - 2) a walled or fenced compound to which entry and exit was controlled by professional security personnel

and all doors, windows and other openings were closed and securely locked, any immobiliser and/or alarm system fitted was set and all keys were removed

or
 - ii) off-loaded into a building which was securely closed and locked.

The **Property** will not be regarded as **Unattended** whilst the driver of the **Vehicle** on which it is loaded is asleep in the cab.
- 3) **Damage** to **Property** caused by or arising from any change in temperature or humidity where **Property** Option A has been purchased unless caused by **Fire** or **Theft** or as a direct result of the collision or overturning of the conveying **Vehicle**.
- 4) hardening of tarmac, concrete or similar **Property** unless
 - a) caused by **Fire** or **Theft** or as a direct result of the breakdown or the collision or overturning of the conveying **Vehicle** and
 - b) **Property** Option B has been purchased

- 5) loss of market, loss of profits, delay or any consequential loss of any nature whatsoever and howsoever arising except as provided for in General Extension 7 (Consequential loss) of this Section of **Your Portfolio**.
- 6) **Damage** or liability caused by or arising from:
 - a) confiscation, requisition or **Damage** by order of any government or other officials or authorities other than **Damage to Property** whilst in or on a **Vehicle** which is being held by the police authorities during the investigation of a road traffic accident fatality.
 - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or part thereof
 - c) any weapon or device 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.
- 7) **Damage** or liability caused by or arising from faulty packing or process where **You** have contracted to pack or to undertake any such process.
- 8) liability caused by or arising from the exercise by **You** of a lien whether contractual or otherwise.
- 9) **Theft of Property** by deception by any person purporting to be a **Subcontractor**.
- 10) **Damage**, liability, loss or expense of whatsoever nature directly or indirectly caused by or arising from:
 - a) the failure of a system
 - b) the malicious partial or total destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of **Electronic Data**
 - c) malicious creation, amendment, input or use of **Electronic Data**
 - d) malicious acts resulting in total or partial inability or failure to receive, send, access or use **Electronic Data** (for any time or at all)
 - e) the taking of or failure to take any corrective or other action in connection with a) to d) above

For the purposes of this Exception the expression:

- 1) "failure of a system" means the failure or inability of any system to:
 - a) correctly recognise or utilise any data concerning a date as being such calendar date as the data is intended to represent
 - b) operate as a result of any command programmed in to the system utilising any date.
- 2) "system" includes computers and/or other computing and electronic and mechanical equipment linked to a computer, hardware, software, programs, data, **Electronic Data** processing equipment, microchips and anything which relies on a microchip for any part of its operation.
- 3) "microchip" includes integrated circuits and microcontrollers.

POLICY COVER

Indemnity

We will indemnify **You** for **Your** liability for **Damage to Property** occurring within the **Territorial Limits** during any **Period of Insurance** whilst the **Property** is being:

- 1) loaded upon, carried by or unloaded from any **Vehicle** specified in the **Statement of Cover**, or
- 2) temporarily stored in the course of transit (whether on or off a **Vehicle**).

The indemnity will be to the extent of **Your** liability for such **Damage**:

- a) under the contract conditions specified in the **Statement of Cover** for this Section of **Your Portfolio**

- b) at common law if such contract conditions have been incorporated into the contract with **Your** customer but cannot be enforced
- c) Where Full Responsibility cover is provided under this Section of **Your Portfolio** and **You** do not use contract conditions or wish to restrict **Your** liability for **Damage to Property** by the application of contract conditions or common law **We** will not indemnify **You** beyond **Your** liability under any applicable International Convention.

LIMITS OF LIABILITY

We will not pay more than the respective Limits of Liability specified in the **Statement of Cover** or elsewhere in this Section of **Your Portfolio**. **Our** maximum liability under this Section of **Your Portfolio** will not exceed the **Event Limit**

The **Event Limit** is reduced to:

- a) £10,000 for **High Risk Property**
- b) £50,000 for **Theft of Thief Attractive Property** but this **Event Limit** will not apply if **You** can prove to **Our** satisfaction that neither **You** nor any **Employees** had any means of knowing that such **Thief Attractive Property** was being carried
- c) any lesser limit specified in this Section of **Your Portfolio**

EXTENSIONS

The following Extensions apply subject otherwise to the terms of this Section and **Your Portfolio**:

1) Drivers' Personal Effects

We will at **Your** request indemnify the driver of any **Vehicle** owned or operated by **You** and specified in the **Statement of Cover** for **Damage** to clothing and personal effects incurred whilst such driver is engaged in business on **Your** behalf provided that:

- a) the **Event Limit** applicable to this **Extension** is £500
- b) **We** will not pay claims for **Damage** caused by or arising from wear and tear
- c) The **Excess** applicable to this **Extension** is £100

2) Non-Incorporation of Contract Conditions

We will indemnify **You** to the extent to which **You** have a liability at common law if **You** have failed to incorporate the contract conditions specified in the **Statement of Cover** into the contract with **Your** customer provided that:

- a) **You** intended to trade under such contract conditions and took reasonable steps to notify customers of their application and
- b) the failure to notify the customer of such contract conditions was due to an error and **You** can prove to **Our** satisfaction that **You** had established procedures for such notification to be given to customers and that all **Employees** had been instructed in writing to follow such procedures.

3) Own Goods

We will by payment (or at **Our** option by repair, reinstatement or replacement) indemnify **You** for **Damage to Goods** occurring within the **Territorial Limits** during any **Period of Insurance** whilst being loaded upon, carried by or unloaded from any **Vehicle** owned or operated by **You** and specified in the **Statement of Cover** provided that:

- a) for the purposes of this extension '**Goods**' shall mean goods, equipment and/or merchandise belonging to **You** or hired, leased or loaned to **You** and appertaining to **Your** business as set out in the **Statement of Cover**
- b) the **Vehicle Limit** under this extension is set out in the **Statement of Cover**.
- c) if at the time of any **Damage** the value of goods contained in or on any **Vehicle** exceeds the **Vehicle Limit** under this extension **You** will be considered as being **Your** own insurer for the difference and shall bear a proportionate share of the claim accordingly.

- d) in addition to the General Exceptions **We** will not pay claims for:
- i) **Damage** arising as a result of packing which was inadequate to withstand normal handling during transit.
 - ii) (Except as provided in Optional Extension 3) **Damage** caused by or arising from inherent vice.
 - iii) wear and tear.
 - iv) mechanical, electrical or electronic breakdown, failure or derangement.
 - v) **Damage** to mobile telephones and/or **Trailers** and/or **Containers**.
 - vi) goods carried for reward.

4 Transhipment and other costs

We will indemnify **You** for reasonable additional costs incurred by **You** in:

- a) transhipping **Property** and/or **Goods** to another **Vehicle** and delivering to the original destination or returning to the place of dispatch following **Damage** to the **Property** and/or **Goods** or breakdown, collision or overturning of the conveying **Vehicle**.
- b) removal and disposal of debris following **Damage** to the **Property** and/or **Goods** or breakdown, collision or overturning of the conveying **Vehicle**.
- c) reloading on to any **Vehicle** any **Property** and/or **Goods** that fall from the conveying **Vehicle**.
- d) Recovery of the **Vehicle** and return to **You** following **Damage** to **Property** or **Transportation Equipment** occurring within the **British Isles** and which is covered under this Section of **Your Portfolio**

The **Event Limit** applicable to this extension is £10,000.

5) Containers

We will indemnify **You** for **Your** liability for **Damage** to **Containers** for which **You** are responsible provided that **We** will not pay claims for:

- a) more than £50,000 for any one **Container**.
- b) wear and tear, gradual deterioration, scratching, bruising or denting.
- c) Mechanical, electrical or electronic breakdown failure or derangement.
- d) **Containers** owned by, hired by, leased or loaned to **You** or stored at a rental or under a contract for storage and distribution or otherwise on request.

6) General Average and Salvage Charges

We will indemnify **You** for **Your** liability for General Average and Salvage charges payable according to foreign statement or to York Antwerp Rules if in accordance with the contract of affreightment.

7) Consequential loss

We will indemnify **You** for **Your** liability for financial loss consequent upon:

- a) **Damage** to **Property** (provided that **Your** liability for such **Damage** has been established and admitted as covered under this Section of **Your Portfolio**)
- b) accidental delay in delivering or releasing **Property** (other than failure to meet a specific delivery or release date or time agreed by **You**)

provided that:

- i) the **Event Limit** applicable to this extension is £250,000.
- ii) **We** will not pay claims under this extension:
 - 1) unless **You** contracted in terms which:
 - a) excluded liability for such financial loss or
 - b) limited liability for such financial loss to an amount not exceeding twice the charges received by or due to **You** for the carriage of the **Damaged Property**.
 - 2) for financial loss consequent upon **Damage** to goods and/or merchandise not being carried by **You**.

OPTIONAL EXTENSIONS

The following Extensions (which are subject otherwise to the terms of this **Portfolio**) apply if shown as "included" in the **Statement of Cover**.

1) **Deterioration**

General Exception 3 of this Section does not apply to **Property** whilst being carried in a temperature or humidity controlled **Vehicles** or **Containers**.

2) **Bogus Subcontractors**

General Exception 9 of this Section of **Your Portfolio** is deleted.

3) **Solidified Mortar or Concrete**

We will indemnify **You** for reasonable costs incurred by **You** for break-in, breaking out, and removal of solidified concrete or mortar and resultant damage to the mixer drum resulting from breakdown, collision or overturning of the conveying **Vehicle** including removal or disposal of the **Property** which has deteriorated as a result of the breakdown, collision or overturning of such **Vehicle**.

Combined Liability

CL1 Pages 1 - 7

In the event of a claim . . .

DO:

1. *where any incident involves death or serious injury or extensive property damage, telephone TruckQuote on 0870 410 0956 without delay.*
2. *in all other circumstances, telephone TruckQuote for assistance and direction on claims procedures as soon as possible.*
3. *forward the following to TruckQuote **unanswered** and without delay:*
 - (a) *third party correspondence*
 - (b) *writs*
 - (c) *summons*
 - (d) *other legal documents*
4. *obtain the names and addresses of any witnesses*

DON'T:

1. *admit liability*
2. *negotiate or promise to pay without Insurers' consent*

DEFINITIONS

Asbestos

Shall mean crocidolite amonite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those materials

Asbestos Dust

Asbestos Dust shall mean fibres or particles of **Asbestos**

Asbestos Containing Materials

Asbestos Containing Materials shall mean any material containing **Asbestos** or **Asbestos Dust**

Business

That which is specified in the **Statement of Cover** and concluded solely from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man and shall include

- a) ownership repair and maintenance of **Your** own property
- b) provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services for the benefit of any **Person Employed**
- c) fire and security services maintained solely for the protection of premises owned or occupied by **You**
- d) private work undertaken by any **Person Employed** for any director or Partner of the **Insured** or **Employee** with the prior consent of the **Insured**

but in respect of Part 1 shall not include any work undertaken **Offshore**

Data

Any information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs and firmware

Employee

Any individual under a contract of service or apprenticeship with **You**

Event

Any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

Injury (Part 1)

Bodily injury death disease or illness

Injury (Parts 2 and 3)

Bodily Injury death disease illness wrongful arrest or false imprisonment

Insured's Contribution

Shall mean the amount or amounts specified in the **Statement of Cover** which **You** agree to pay

Intellectual Property Rights

Any patent trade mark copyright registered design technical or commercial information or other intellectual property

Limit of Indemnity

the maximum amount payable by **Us** as specified on the **Statement of Cover** in the following circumstances:

Employers Liability:

any one **Event**

Public/Products Liability:

- a) any one **Event**
- b) any **Events** happening during any **Period of Insurance** in respect of products supplied
- c) all incidents considered to have occurred during any **Period of Insurance** in respect of pollution or contamination of buildings or other structures or of water or land or the atmosphere.

Legal Defence Costs:

- a) The total amount payable by the Insurer in respect of all costs and expenses arising out of all claims during any Period of Insurance.
- b) The total amount payable by the Insurer in respect of all costs and expenses arising out of all claims during any Period of Insurance.

Offshore

Embarkation on to a vessel or aircraft for conveyance to an **Offshore** rig or platform until disembarkation from the conveyance on to land upon return from such **Offshore** rig or platform

Person Employed

Any

- a) **Employee**
 - b) labour master and individuals supplied by him
 - c) individual employed by labour only sub-contractors
 - d) self-employed individual (not being in partnership with **You**)
 - e) individual hired to or borrowed by **You**
 - f) individual undertaking study or work experience
- } while under
} the direct
} control and
} supervision
} of **You**

Persons Entitled to Indemnity

- a) **You**
- b) **Your** personal representatives in respect of legal liability incurred by **You**
- c) At **Your** request

- 1) any **Principal**
- 2) any director or partner of **You**
- 3) any **Person Employed**

against legal liability in respect of which **You** would have been entitled to indemnity under this **Portfolio** if the claim had been made against the **Insured**

- 4) the officers committees and members of **Your** canteen social sports and welfare organisations and first aid ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
- 5) any director or partner of **You** or **Employee** in respect of private work undertaken by any **Person Employed** for such director, partner or **Employee** with **Your** prior consent

each of whom shall as though the **Insured** be subject to the terms of this **Portfolio** so far as they can apply

Property

Any material property but not including **Data**

PART I – EMPLOYERS' LIABILITY

A - Cover

WHAT IS INSURED

We will provide indemnity to any **Person Entitled to Indemnity**

- 1) against legal liability for damages in respect of **Injury** of any **Person Employed** caused during any **Period of Insurance**
 - a) in Great Britain Northern Ireland the Channel Islands or the Isle of Man or
 - b) while temporarily outside these territories arising out of and in the course of employment by **You** in the **Business**
- 2) against legal liability for claimants costs and expenses in connection with 1. above
- 3) in respect of
 - a) costs of legal representation at
 - i) any coroner's inquest or inquiry in respect of any death
 - ii) proceedings in any court arising out of any alleged breach of statutory duty resulting in **Injury**which may be the subject of indemnity under this Part
 - b) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1. above incurred with **Our** written consent

Provided that in respect of any one **Event**

- 1) the total amount payable under this Section (including all Extensions and Memoranda) shall not exceed the **Limit of Indemnity**
- 2) the total amount payable under this Section (including all Extensions and Memoranda) shall not exceed £5,000,000 in respect of one **Event** arising directly or indirectly out of **Terrorism**.
- 3) **We** may at any time pay the **Limit of Indemnity** (less any sums already paid) or any less amount for which at **Our** absolute discretion the claims arising out of such **Event** can be settled. **We** will then relinquish control of such claims and be under no further liability in respect thereof

The insurance provided by Part I of this Section is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by **Us** or with **Our** written consent) of any **Person Entitled to Indemnity** are included within the **Limit of Indemnity** stated in the **Statement of Cover**

WHAT IS NOT INSURED

The indemnity will not apply to legal liability

- 1) Of whatsoever nature directly or indirectly caused by or contributed to by or arising from **Radioactive Contamination**

where such legal liability is

 - a) that of any **Principal**
 - b) accepted under agreement and would not have attached in the absence of such agreement
- 2) in respect of **Injury** for which **You** are required to arrange motor insurance or security in accordance with any road traffic legislation within the European Community

B – Extensions to Part I**1) Unsatisfied Court Judgments**

In the event of a judgment for damages being obtained

- a) by any **Employee** or the personal representatives of any **Employee** in respect of **Injury** to the **Employee** caused during any **Period of Insurance** and arising out of and in the course of employment by **You** in the **Business**
- b) against any company or individual operating from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man

in any court situated in the territories specified in b) above and

- c) remaining unsatisfied in whole or in part six months after the date of such judgment

at **Your** request **We** will pay the **Employee** or the personal representative of the **Employee** the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this Extension the **Employee** or the personal representative of the **Employee** shall assign the judgment to **Us**

2) Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to indemnity under this Section **We** will provide compensation to **You** at the following rates per day for each day on which attendance is required

- a) any director or partner of **You** £500.00
- b) any **Employee** £250.00

Each Extension is subject to the terms of this **Portfolio**

PART 2 – PUBLIC/PRODUCTS LIABILITY

WHAT IS INSURED

We will provide indemnity to any **Person Entitled to Indemnity**

- a) up to the **Limit of Indemnity** against legal liability for damages in respect of
 - 1) accidental **Injury** of any person
 - 2) accidental loss of or damage to **Property**
 - 3) nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from **Your** deliberate act or omission or which is a natural consequence of the ordinary conduct of the **Business** and which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission

happening during any **Period of Insurance** in connection with the **Business**
- b) against legal liability for claimant's costs and expenses in connection with a above
- c) in respect of
 - 1) costs of legal representation at
 - i) any coroner's inquest or inquiry in respect of any death
 - ii) proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence specified in a) above

which may be the subject of indemnity under this Part

- 2) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under a) above incurred with **Our** written consent

Provided that in respect of

- i) any one **Event**
- ii) all **Events** happening during any **Period of Insurance** in respect of products supplied
- iii) all incidents considered by **Us** to have occurred during any **Period of Insurance** in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere

the following shall apply

- a) the total amount payable by **Us** in respect of a) above and all Extensions and Memoranda shall not exceed the **Limit of Indemnity**
- b) **Your Contribution** in respect of damages and claimant's costs and expenses will be payable before **We** shall be liable to make any payment
- c) **We** may at any time pay the **Limit of Indemnity** (less any sums already paid as damages) or any less amount for which at **Our** absolute discretion the claims arising out of such **Event** can be settled. **We** will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which **We** may be responsible prior to the date of such payment
- d) where **We** are liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the **Limit of Indemnity**

WHAT IS NOT INSURED

The indemnity will not apply to legal liability

- a) arising from or out of the ownership possession or use by or on behalf of **You** or any **Person Entitled to Indemnity** of any
 - 1) mechanically propelled vehicle other than legal liability arising out of
 - i) the use of plant as a tool of trade on site
 - ii) the use of plant at **Your** premises
 - iii) the loading or unloading of any vehicleexcept where indemnity is provided by any motor insurance contract or where insurance or security is required by law
 - 2) aircraft or other aerial device
 - 3) aerospace device
 - 4) hovercraft
 - 5) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)
- b) for bodily injury or mental injury to or death disease or illness of any **Person Employed** arising out of and in the course of employment by **You** in the **Business**
- c) for or arising from loss of or damage to any **Property** which at the time of the **Event** giving rise to such legal liability is owned by or held in trust by or in the custody of **You** other than
 - 1) **Employees'** directors partners or visitors personal effects including vehicles and their contents
 - 2) premises and their contents not owned by or leased or rented to **You** at which **You** are undertaking work in connection with the **Business**
 - 3) premises and their fixtures and fittings leased or rented to **You** unless such legal liability
 - i) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
 - ii) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings

d) caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and expected incident which takes place in its entirety at a specific moment in time and place during any **Period of Insurance**

Provided that all pollution or contamination which arises out of one incident shall be considered by **Us** for the purposes of this **Portfolio** to have occurred at the time such incident takes place

e) 1) in respect of loss of or damage to any

- i) product supplied by **You**
- ii) contract work executed by **You**

caused by any defect therein or the unsuitability thereof for its intended purpose

2) for the costs of recall removal repair alteration replacement or reinstatement of any

- 1) product supplied by **You**
- 2) contract work executed by **You**

necessitated by any defect therein or the unsuitability thereof for its intended purpose

f) arising from or in connection with

- 1) advice } provided for a fee
- 2) design } provided for a fee
- 3) specification }

g) arising from or in Connection with any

- 1) product supplied by **You**
- 2) contract work executed by **You**

where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement

h) for the costs of remedying

- 1) any defect or alleged defect
- 2) the presence of **Asbestos, Asbestos Dust** or **Asbestos Containing Material**

in premises disposed of by **You**

i) for

- 1) fines or penalties
- 2) compensation ordered or awarded by a Court of Criminal Jurisdiction
- 3) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the isle of Man

j) in respect of loss or damage to any building or other structure caused by any concrete or concrete product supplied by **You** and in which such concrete or concrete product is incorporated.

k) of whatsoever nature directly or indirectly caused by or contributed to by or arising from **Radioactive Contamination.**

l) **War**

m) for mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to **Asbestos, Asbestos Dust** or **Asbestos Containing Materials**

n) for the costs of management (including those of any persons under any statutory duty to manage) removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of **Asbestos, Asbestos Dust** or **Asbestos Containing Materials**

B - Extensions to Part 2

1) Cross Liabilities

If the **Insured** comprises more than one party **We** will provide indemnity to each in the same manner and to the same extent as if a separate **Portfolio** had been issued to each

Provided that the total amount payable in respect of damages shall not exceed the **Limit of Indemnity**

2) Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to indemnity under this Part **We** will provide compensation to **You** at the following rates per day on which attendance is required

- | | | |
|----|---------------------------------------|---------|
| a) | any director or partner of You | £500.00 |
| b) | any Employee | £250.00 |

3) Contingent Motor Liability

Notwithstanding Exclusion a 1) **We** will provide indemnity to **You** against legal liability arising out of the use in the course of the **Business** by any **Employee** of any mechanically propelled vehicle not the property of nor provided by **You**

The indemnity will not apply to legal liability

- a) in respect of loss of or damage to such vehicle or to property conveyed therein
- b) arising while such vehicle is being driven by **You**
- c) in respect of which **You** are entitled to indemnity under any other insurance
- d) arising outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

4) Overseas Personal Liability

We will provide indemnity to **You** and if **You** so request any **Employee** or director or partner of **You** against legal liability incurred in a personal capacity while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the **Business**

The indemnity will not apply

- a) to legal liability arising out of the ownership or occupation of land or buildings
- b) where indemnity is provided by any other insurance

Data Protection Act 1998

The **Business** shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for use of computer facilities, provided that the indemnity will not apply to legal liability in respect of any loss or damage sustained by any party to such an arrangement

We will also provide an indemnity to **You** and if **You** so request any **Employee** or director or partner of **You** against legal liability to pay damages and claimant's costs and expenses for damage or distress by virtue of section 13 of the Data Protection Act 1998, provided that **You** are registered in accordance with the terms of the Act or have applied for such registration which has not been refused or withdrawn and have taken all reasonable care to comply with the requirements of the Data Protection Act 1998

This Extension shall not apply in respect of

- a) the payments of fines or penalties
- b) the costs of replacing reinstating rectifying or erasing any personal data
- c) liability arising from or caused by a deliberate or intentional act by or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by **You** or any other person having regard to the nature and circumstances of such act or omission
- d) claims which arise out of circumstances notified to previous **Insurers** or known to **You** at inception of this Extension
- e) legal liability where indemnity is provided by any other insurance

Each Extension is subject to the terms of this **Portfolio**

Legal Defence Costs

LDI Pages 1 - 1

In the event of a claim . . .

DO:

- 1. in the event of a motor accident refer to the helpful hints detailed at the beginning of the Motor Vehicle Section of this Portfolio.*
- 2. obtain as much relevant information to the incident as possible including:
names and addresses of other parties involved.
names and addresses of any witnesses.
any photographs of the scene if possible.
any insurance details of the other the party involved.*

DON'T:

- 1. admit liability to anyone.*
- 2. panic or react to the panicking or aggression of others.*
- 3. agree that no damage was done and no action will be taken until you have obtained relevant advice.*

We will provide indemnity to **You** and if **You** so request any **Employee** or director or partner of **You** up to the **Limit of Indemnity** in respect of

- a) legal costs and other expenses incurred with **Our** written consent
- b) costs awarded against **You** or any director partner or **Person Employed**

in connection with the defence of criminal proceedings brought or in an appeal against a conviction arising from such proceedings relating to an offence alleged to have been committed during any **Period of Insurance** in the course of the **Business** but only in respect of proceedings brought as defined in Parts 1 and 2 below

In respect of a breach of

- 1) the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any **Person Employed** director or partner of **You**, and
- 2) Part II of the Consumer Protection Act 1987

Provided that:

- 1) the indemnity will not apply
 - a) to fines or penalties of any kind
 - b) to compensation ordered or awarded by a Court of Criminal Jurisdiction
 - c) where **Injury** of any person or loss of or damage to **Property** has occurred
 - d) where indemnity is provided by any other insurance
 - e) to proceedings consequent upon any deliberate act or omission by
 - i) **You**
 - ii) any partner or director of the **You**
 - iii) any **Employee** with any specific responsibility for compliance with the legislation specified in this Section which could reasonably have been expected to constitute a breach of the legislation specified in this Section
- 2) the indemnity will apply only where shown in the **Statement of Cover**
- 3) **We** may at any time pay the **Limit of Indemnity** (less any sums already paid) or any less amount for which at **Our** absolute discretion the claims arising can be settled but including any amount for which **We** may be responsible prior to the date of such payment. **We** will then relinquish control of such claims and be under no further liability in respect thereof
- 4) where **We** are liable to indemnify more than one person the total amount of indemnity shall not exceed the **Limit of Indemnity**

SPECIAL PROVISION

We shall pass notification to an organisation in the UK with which **We** have an agreement for the provision of legal defence cost services who shall thereafter administer settlement on **Our** behalf.

Engineering

ENI Pages 1 - 3

In the event of a claim . . .

DO:

- 1. advise TruckQuote immediately, by telephone, of any incident, followed up in writing.*
- 2. record details of the occurrence and damage incurred. Obtain photographs if possible.*
- 3. if immediate repair or preventative work is necessary, keep damaged or faulty parts.*

DEFINITIONS

Location

The situations stated in **Your Statement of Cover** or other situations in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland at which the **Plant** may be temporarily located including transit (other than by sea or air) between such locations.

Plant

All integral parts of the items described in **Your Statement of Cover** other than

- a) foundations, masonry brickwork and chimneys
- b) exchangeable or detachable tools and appliances, or parts requiring frequent renewal in the normal course of operations
- c) in the case of mobile plant
 - i) batteries, trailing cables, flexible hoses or parts made of glass
 - ii) tyres when damaged by the application of brakes or by cuts, bursts or punctures
- e) in the case of Boiler and Pressure Plant (including low pressure storage Plant)
 - i) pipes buried in the ground or in concrete masonry or brickwork
 - ii) other pipes or electrical and mechanical ancillary plant unless specifically listed.

PART I – COVER

a) Insured Damage to the Plant

Breakdown which necessitates immediate repair or replacement of the **Plant** before it can resume normal working and occurring at the **Location** during the currency of the **Portfolio** subject in respect of any one occurrence to the deduction of the **Excess** and to the **Limit of Liability**.

b) Inspection

Periodical inspection of the **Plant** including, where necessary, the provision of statutory reports.

PART 2 – MEMORANDA

Automatic Cover

The **Plant** listed in the plant schedules referred to in the **Statement of Cover** shall be deemed to include for a period not exceeding 12 months additional **Plant** which is installed and ready for use, and which is of a category which **You** have previously declared **Your** intention to insure provided always that:

- a) such additional **Plant** is free from material defects known to **You** and complies with any statutory obligation concerning its examination and certification
- b) **You** shall inform **Us** as soon as possible and in any event before expiry of the current **Period of Insurance** of the installation of such additional **Plant** and pay premium on the basis agreed between **You** and **Us** from the date of such installation.

If following inspection any such item of additional **Plant** proves to be unacceptable to **Us**, **You** will be notified in writing and the insurance provided by this Part on such item shall terminate from the date of such written notice.

Basis of Settlement

We will pay **You** the value of the **Plant** at the time of the happening of its destruction, or the amount of the repair costs to the **Plant** or at **Our** option reinstate or replace the **Plant** or any part of it.

Supplementary Expenses

We will pay the reasonable additional expense incurred with **Our** written consent (such consent not to be unreasonably delayed or withheld) in making a temporary repair of Insured Damage to **Plant** or in expediting the permanent repair of such damage provided that the amount payable in respect of each and every occurrence shall not exceed £2,000.00.

PART 3 – EXCEPTIONS

This Part of **Your Portfolio** does not cover:

- a) Damage to **Plant** and other insured property by fire (howsoever arising), lightning, explosion (other than explosion within the meaning of Insured Damage), aircraft and other aerial devices or articles dropped therefrom, flood, inundation, earthquake or water leaking or discharged from any sprinkler installation.
- b) The cost of remedying or making good
 - i) wear and tear and gradual deterioration whether by wasting, grooving, rust, corrosion, erosion or otherwise nor for the cost of maintenance work generally
 - ii) gradually developing defects, flaws, deformation, distortion, cracks or partial fractures
 - iii) loose parts or defective joints or seams unless directly due to other Insured Damage in Boiler and Pressure **Plant**
 - iv) damage to ropes unless resulting in complete severance

but Insured Damage resulting from any of the foregoing is not excluded.
- c) Damage caused by the application of any tool or process to **Plant** in the course of maintenance, inspection, repair, alteration, modification or overhaul thereof.
- d) Compensation in respect of loss of use, delay or detention or for consequential loss, damage or liability of any nature whatsoever.
- e) The cost of reproducing data whether recorded on tapes, cards and discs or otherwise.
- f) Damage or liability caused by, or arising out of, testing or intentional overloading of **Plant**.
- g) Damage or liability arising out of any raising or lowering operation in which a single load is shared between more than one item of lifting equipment unless otherwise agreed by **Us**.
- h) Damage to liability arising out of chemical action or ignition of the contents of the **Plant**.
- i) The cost of re-levelling low pressure storage plant due to subsidence or ground movement unless accompanied by Insured Damage to the **Plant**.
- j) Damage or liability arising out of **Your** deliberate act, omission or neglect.

PART 4 – CONDITIONS

a) Examinations

We shall have the right to examine the **Plant** at all reasonable times during the **Period of Insurance**. **We** will make periodical examinations of such **Plant** and report thereon. **You** shall, at **Your** expense, have the **Plant** cleaned and prepared and provide full access and any necessary assistance to enable examinations to be carried out in safety.

b) Special Tests

Unless otherwise agreed, **We** shall not carry out or witness any ultrasonic, radiographic or other special tests of a non routine character nor in the case of Lifting and Handling Plant any proof load, stability anchorage or similar test.

c) Alteration to Working Conditions

We shall be notified immediately of any proposed alteration of, or addition to, or change of, circumstances materially affecting the working conditions of the **Plant**.

d) Repairs

You may proceed with minor repairs to the **Plant** without prejudice to **Our** liability provided that notice and full particulars of the repairs are given to **Us** immediately and any damaged parts are kept for inspection.

Other repairs to the **Plant** shall only be carried out with **Our** consent. This Part of **Your Portfolio** shall be suspended as regards damage or liability arising out of the operation of the **Plant** concerned until the repairs have been completed to **Our** satisfaction.

e) Suspension of Cover

We reserve the right at any time to suspend the insurance on any **Plant** until **Our** requirements for the safe operation of the **Plant** have been fulfilled.

Income Protection

IPI Pages 1 - 4

In the event of a claim . . .

DO:

1. *where any incident involves death or serious injury, telephone TruckQuote **without delay**.*
2. *in all other circumstances, telephone TruckQuote for assistance and direction on claims procedures as soon as possible.*

DON'T:

1. *forget to provide medical certificates from your Doctor in the event of a claim.*

DEFINITIONS

Bodily Injury

An accidental physical injury excluding sickness or disease or any naturally occurring condition or degenerative process or the result of any gradual operating cause but including injury caused by exposure to the elements.

Excluded Initial Period

The period shown in **Your Statement of Cover** for which no benefit will be paid in respect of any claim

Insured Person

A person who is resident in Great Britain and is named in **Your Statement of Cover** as covered under the Income Protection Section of **Your Portfolio**

Loss of Limb

Loss of Limb shall mean

- a) in the case of a leg loss by permanent physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg
- b) in the case of an arm loss by permanent physical severance of the four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand) or permanent and total loss of use of a complete arm or hand

Maximum Weekly Period

The maximum period for which the **Insured Person** will receive payment of the **Temporary Total Disablement** benefit after deduction of the **Excluded Initial Period** as shown in **Your Statement of Cover**

Operative Time

Occupants of Vehicles

While the **Insured Person** is mounting into, travelling in or dismounting from any Motor Vehicle during the Period of Insurance

24 Hour

At any time during the **Period of Insurance**

Permanent Total Disablement

Permanent Total Disablement (other than by loss of sight or limbs) which entirely prevents the **Insured Person** from engaging in his or her usual business or occupation

Temporary Total Disablement

Disability that entirely prevents the **Insured Person** engaging in usual work or duties in his or her business or occupation

Loss of Sight

Permanent and total loss of sight which will be considered as having occurred

- a) in both eyes when **the Insured Person's** name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- b) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale

War occasioned by any Nuclear, Chemical or Biological Incident

Use of any nuclear weapon or device or the deliberate emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent as a direct or indirect result of **War** as defined.

Chemical agent shall mean any compound which, when suitably disseminated, results in **Bodily Injury**, death, disablement, sickness or loss of licence.

Biological agent shall mean any pathogenic microorganism and/or biologically produced toxin(s) including genetically modified organisms and chemically synthesised toxins, which results in **Bodily Injury**, death, disablement, sickness or loss of licence

Area of Unrest

Any Country or area within a Country which the Foreign and Commonwealth Office is advising against all travel to such Country or Area

COVERS

The **Operative Time** for the Covers Insured shown in **Your Statement of Cover** shall be as follows:

Cover 1	Occupants Of Vehicles
Cover 2	24 Hour
Cover 3	24 Hour
Cover 4	24 Hour
Cover 5	24 Hour

Covers 1 and 2

We will pay the **Sum Insured** shown in your **Statement of Cover** if during the **Operative Time** the **Insured Person** sustains **Bodily Injury** which within two years is the sole cause of Death or Disablement

The following benefit scale states the percentages of the **Sum Insured** shown in **Your Statement of Cover** applicable to Death and the forms of **Permanent Disablement** specified

For forms of **Permanent Disablement** not specified the degree of disability will be assessed by comparison with the percentages shown in the scale without taking into account the **Insured Person's** occupation.

a)	Death	100%
b)	Permanent Disablement	
i)	Loss of Sight in one or both eyes beyond remedy by surgical or other treatment	100%
ii)	Loss of one or more Limbs complete and irrecoverable loss of use of either one or both hands or feet	100%
iii)	1 Loss of one thumb of either hand	30%
	2 Loss of a forefinger	20%
	3 Loss of any other finger	10%
	4 Loss of any one big toe of either foot	15%
	5 Loss of any other toe	5%
	6 Permanent total loss of use of shoulder or elbow	25%
	7 Permanent total loss of use of wrist, hip, knee or ankle	20%
	8 Removal by surgical operation of lower jaw	30%
	9 Complete and irrecoverable loss of hearing	
	a) in one ear	10%
	b) in both ears	40%
	10 Complete and incurable insanity	100%
iv)	Permanent Total Disablement (other than by loss of sight, limbs or hearing)	100%

Cover 3 Temporary Total Disablement

We will pay the **Sum Insured** shown in **Your Statement of Cover** if during the **Operative Time** the **Insured Person** sustains **Bodily Injury** which within two years is the sole cause of **Temporary Total Disablement**

Cover 4 Sickness

We will pay the **Sum Insured** shown in **Your Statement of Cover** if during the **Operative Time** the **Insured Person** contracts sickness which within 1 year is the sole cause of **Temporary Total Disablement**

Cover 5 Loss of Licence

We will pay the **Sum Insured** shown in **Your Statement of Cover** in the event of an **Insured Person** sustaining accidental **Bodily Injury** or contracting sickness during the **Period of Insurance** which within 2 years and independently of any other cause results in the **Insured Person** being declared permanently unfit to continue to hold an existing Heavy Goods Vehicle driving licence or Light Goods Vehicle driving licence by the appropriate Licensing Authority.

MAKING A CLAIM

- a) **You**, or **Your** personal representative must give written notice to **Us** as soon as possible and if requested complete a claim form
- b) **You** or **Your** personal representative must provide at **Your** own expense all certificates, evidence, information or assistance **We** may reasonably request
- c) The **Insured Person** must act upon medical or surgical advice as soon as possible and submit to medical examination at **Our** expense as often as **We** reasonably require
- d) **You** or **Your** personal representative must give **Us** reasonable notice before interment cremation and the holding of any inquest enquiry or proceedings concerning the death of an **Insured Person**
- e) **You** must notify **Us** before cover commences and before each renewal of **Your Portfolio** of all material information which might reasonably be expected to influence **Our** decision to provide cover or the premium that **We** charge

Claim Settlement

If during the **Period of Insurance** the **Insured Person** suffers death, physical disability, sickness or loss of licence following an event which is covered by **Your Portfolio** **We** will pay **You** the relevant benefit shown in your **Statement of Cover** but:

- a) **We** will not pay more than one of the benefits in respect of the same accident except **We** will pay for:
 - i) Death or **Permanent Total Disablement** notwithstanding a payment may have been made for **Temporary Total Disablement** or loss of licence
 - ii) More than one form of **Permanent Total Disablement** under benefit b) subject to a maximum payment not exceeding 100% of the **Sum Insured**
- b) If **We** pay a claim for Death, **Loss of Sight**, **Loss of Limb**, **Permanent Total Disablement** or loss of licence for any **Insured Person** there will be no further cover for that person.
- c) **We** shall treat the disappearance of an **Insured Person** as a claim for Death under this Section of **Your Portfolio** if following a period of 12 calendar months from the date of disappearance it is reasonable to believe that Death has occurred as a result of accidental **Bodily Injury** subject to a signed undertaking that if **We** pay such a claim and the **Insured Person** is found to be alive then the payment that **We** have made shall be refunded
- d) **We** will pay for **Permanent Total Disablement** only when the disablement has lasted for two consecutive years and has been proven to **Our** reasonable satisfaction to be permanent and without expectation of recovery
- e) **We** will pay the benefits under b) i) and iii) when disablement is proven to **Our** reasonable satisfaction to be permanent and without expectation of recovery
- f) **We** will not pay **Temporary Total Disablement** benefit for a period in excess of the **Maximum Weekly Period** (less any **Excluded Initial Period**) as shown in **your Statement of Cover**
- g) **We** will pay **Temporary Total Disablement** benefit at the end of the period of physical disability. **We** will consider requests for interim payments at intervals of no less than 4 weeks provided that **We** have had a reasonable time to investigate the **Insured Person's** claim
- h) Benefits will be payable to **You** or **Your** legal personal representatives and receipt by **You** or them will be full and final discharge by **Us**
- i) Interest will not be added to any amount

EXCLUSIONS

- a) **We** will not pay claims arising wholly or partly as a result of:
- i) taking part in racing by horse or by motor or motorcycle, mountaineering or rock-climbing where ropes or guides are normally used, pot-holing, parachuting, aviation (except when travelling solely as a passenger) or winter sports
 - ii) the **Insured Person** engaging in flying of any kind other than as a passenger
 - iii) the effects of intoxicating liquor or drugs taken by the **Insured Person** except drugs taken under medical supervision but not for treatment of drug addiction
 - iv) Pregnancy, childbirth, miscarriage or abortion
 - v) Disability which only prevents an **Insured Person** participating in sporting activities
 - vi) Suicide, attempted suicide or intentional self-injury or self induced sickness
 - vii) **Bodily injury** sustained after the **Period of Insurance** during which an **Insured Person's** 75th birthday occurs
 - viii) Death or **Permanent Disablement** as a result of any naturally occurring condition degenerative process or gradually operating cause
 - ix) **War** in Britain or the **Insured Person's** country of residence
 - x) **War** occasioned by any Nuclear, Chemical or Biological Incident
 - xi) **Terrorism**
 - xii) Any physical or mental defect, infirmity, medical condition or chronic or reoccurring sickness which exists at, or prior to the date of entry or each renewal of an **Insured Person** in this insurance.
 - xiii) sickness or loss of licence which manifests itself
 - 1) within 28 days of the date of entry of an **Insured Person** into this insurance unless this insurance immediately supersedes similar annual insurance provided by **Us** covering the **Insured Person**
 - 2) after the **Period of Insurance** during which an **Insured Person's** 65th birthday occurs
- b) **We** will not pay claims during the **Excluded Initial Period** shown in **Your Statement of Cover**

Special conditions applicable to this Section

We may cancel any insurance provided by this Section against **War** by sending seven days' notice to **You** at **Your** last known address.

You must notify **Us** in advance of any travel to **Areas of Unrest**.

Legal Expenses

LEI Pages 1 - 3

In the event of a claim . . .

DO:

- 1. in the event of a motor accident refer to the helpful hints detailed at the beginning of the Motor Vehicle Section of this Portfolio.*
- 2. obtain as much relevant information about the incident as possible including:
names and addresses of other parties involved.
names and addresses of any witnesses.
any photographs of the scene if possible.
any insurance details of the other the party involved.*

DON'T:

- 1. admit liability to anyone.*
- 2. panic or react to the panicking or aggression of others.*
- 3. agree that no damage was done and no action will be taken until you have obtained relevant advice.*

DEFINITIONS

Event/Cause

The incident or the start of a series of incidents which leads to a claim being made.

Legal Costs

The fees, expenses, costs and disbursements incurred by, or on behalf of, the **Insured Person** and authorised by **Us** in pursuing or defending a claim under this Section of the **Portfolio**.

The costs of a third party for which the **Insured Person** is either held liable by court order, or are agreed by **Us**, and which are incurred in connection with **Legal Proceedings** covered under this Section of the **Portfolio**.

Legal Proceedings

Pursuit or defence of a claim for damages, specific performance or injunction, either by negotiation or by civil, tribunal or arbitration proceedings within a court in the **Territorial Limits** in respect of a matter covered under this Section of this **Portfolio**. The pursuit or defence must be approved in advance by **Us**.

Legal Representative

The solicitors or other qualified experts appointed by **Us** to act for the **Insured Person** in accordance with Condition c) below, provided that such solicitors or other qualified experts satisfy the following conditions.

- 1) they agree to fund all disbursements and not to claim for the same until the end of the case,
- 2) they agree not to submit any claim for **Legal Costs** until the end of the case and to try to recover all such **Legal Costs** from the other party in the action,
- 3) they agree to report in writing to **Us** on any substantive development in the progress of the case.

GENERAL CONDITIONS

- a) To make a claim **You** must:
 - i) notify **Us** of the claim in writing as soon as possible and in any event within 180 days of the **Event** or **Cause** leading to the claim,
 - ii) commence any **Legal Proceedings** within the appropriate limitation period
- b) During the course of the claim **You** must:
 - i) co-operate at all times in the completion of any necessary documentation or provision of information requested either by **Us** or by the **Legal Representative**,
 - ii) not do anything which may prejudice **Your** case or **Our** position in respect of the claim;
 - iii) take all available steps to recover the **Legal Costs** in the **Legal Proceedings**;
 - iv) notify **Us** of any settlement offer made before accepting it
- c) On receipt of a claim under this Section of **Your Portfolio**, **We** will evaluate the claim, advise on the steps **You** should take to pursue the claim and, where appropriate, provide the assistance of a **Legal Representative** to pursue the claim, either by negotiation or civil proceedings. **We** will provide **You** with the name and address of a **Legal Representative** whom we suggest should act for **You** in the claim. **You** do not have to accept the **Legal Representative** nominated by **Us**. If **You** are unable to agree with **Us** on a suitable **Legal Representative**, **We** will ask the Law Society to name another **Legal Representative**. **You** must accept the Law Society's nomination. In the meantime, **We** may appoint another **Legal Representative** to act on behalf of **You** to safeguard **Your** interests.
- d) During the course of the claim, **We** will have the right of direct access to the **Legal Representative**.
- e) **We** shall not provide cover under this Section of **Your Portfolio** if **You** make a false declaration when applying for cover.

- f) **You** shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this Section of the **Portfolio**
- g) **You** shall forward any accounts for **Legal Costs** as soon as they are received and, if required to do so by **Us**, shall have such **Legal Costs** taxed, assessed or audited by the appropriate court or authority.
- h) **We** may take over and conduct the claim and may, subject to the interest of **You**, settle the claim in **Your** name
- i) Every written notice or communication by **Us** shall be sent to **You** at the last address known to **Us**

COVER

The maximum amount **We** will pay for any claim from a single **Event** or **Cause** is £50,000.00 for claims arising from road traffic accidents and £5,000 for claims for the defence of motoring prosecutions. There is no limit on the number of claims in any **Period of Insurance**,

WHAT IS COVERED

- a) **We** will indemnify **You** against the **Legal Costs** of **Legal Proceedings** incurred in connection with the pursuit of a claim directly arising from one of the following **Events** or **Causes** which occurs within the **Territorial Limits** and within the **Period of Insurance**:
 - 1) a road traffic accident or other incident where any **Insured Person** is not at fault, whilst in the course of carrying out **Your Business** in which damage occurs to the **Motor Vehicle** and/or **Trailer** or any personal effects owned by **You**, whilst such property is in, or on, such **Motor Vehicle** and/or **Trailer**; or the death or bodily injury of any **Insured Person** whilst in, or mounting into, or dismounting from the **Motor Vehicle** and/or **Trailer**;
 - 2) the defence of a motoring prosecution brought against any **Insured Person** in connection with criminal proceedings involving the **Motor Vehicle** and/or **Trailer** Pleas in mitigation will be supported by **Us** at our sole discretion and when there is a reasonable prospect of such a plea presented either in writing or in person by a solicitor or barrister materially affecting the likely outcome of the prosecution

WHAT IS NOT COVERED

- a) Appeals unless **You** have notified **Us** in writing of **Your** wish to appeal at least 10 working days before the deadline of any such appeal and **Our** approval has been obtained
- b) Claims (including appeals) which, in **Our** opinion, do not have a reasonable chance of success or, in the case of claims for damages, where in **Our** opinion, there is not a reasonable chance of successfully recovering any damages awarded. Cover may be refused or discontinued if such prospects do not, or no longer, exist.
- c) **Legal Costs**
 - 1) incurred before **We** have confirmed acceptance of the claim in writing;
 - 2) exceeding any amount approved by **Us**;
 - 3) incurred following a payment into court by a third party unless **We** have authorised **You** in writing to continue with the claim after the payment into court or **You** are ultimately awarded or settle for more than the amount of the payment in,
 - 4) incurred if **You** withdraw instructions from the **Legal Representative** or from the **Legal Proceedings** unless such withdrawal is approved by **Us**,
 - 5) for any expert witness unless previously approved by **Us**,
 - 6) where **You** are responsible for unreasonable delay which is prejudicial to the claim or where **You** failed to give proper instructions in due time to **Us** or the **Legal Representative**,
 - 7) where **You** pursue a claim without the consent of **Us** or in a different manner from that advised by the **Legal Representative**,
- d) Claims against **Us** or the underwriters who provide this insurance or claims by **You** against any other person covered under this Section of **Your Portfolio**
- e) Claims relating to matters for which **You** are, or would, but for the existence of this **Portfolio**, be entitled to indemnity under any other **Portfolio** or Policy.

- f) Claims directly, or indirectly caused by, contributed to, or arising from:
 - 1) prosecutions which allege dishonesty or violence;
 - 2) a road traffic accident occurring during a race, rally or competition;
 - 3) an **Event** or **Cause** caused by faults in the **Motor Vehicle** and/or **Trailer** or faulty, incomplete or incorrect service, maintenance or repair of the **Motor Vehicle** and/or **Trailer**
- g) Claims involving a **Motor Vehicle** and/or **Trailer** driven by an **Insured Person** who did not hold (or was disqualified from holding) a driving licence or obtaining a driving licence covering the **Motor Vehicle** and/or **Trailer** at the time of the **Event**
- h) **Your** travelling expenses, subsistence allowances or compensation for absence from work.
- i) Applications for Judicial Review
- j) **Legal Costs**, fines or other penalties which a court of criminal jurisdiction orders **You** to pay

If **You** have any complaint about **Our** service, please write with details to The Branch Manager of Towerlgate Underwriting Group Ltd, Telford. (TUGT)

What will happen if you complain:

- a) TUGT will acknowledge your complaint within two working days of receipt
- b) TUGT will try to resolve the complaint within five working days, but some cases may take a little longer to investigate, in which case they will write to you with a response within twenty working days.

If **You** are still unhappy with the decision **You** receive please write with full details to either the Chief Executive of the **Insurer** shown on the **Statement of Cover** or, if your insurer is a Lloyds insurer to:

The Complaints Department,
Lloyd's
One Lime Street,
London EC3M 7HA

TUGT will provide **You** with the address of any insurer that **You** might need.

Once **You** have followed either the insurance company's complaints procedure or the Lloyds procedure, if **You** remain dissatisfied, **You** can refer the matter to the Financial Ombudsman Service (FOS) at South Quay Plaza, 183 Marsh Wall, London E14 9SR. The FOS will only consider **Your** complaint if **You** have given **Us** the opportunity to resolve it and **You** are a private policyholder, or a business with a group turnover of less than £1 million, or a charity with an annual income of less than £1 million, or a trustee of a trust with a net asset value of less than £1 million.

Following the complaints procedure does not affect **Your** right to take legal action.

The Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation from the scheme if We cannot meet our obligations. This depends upon the type of business and the circumstances of the claim.

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. For other classes of insurance, advising and arranging is covered for 100% of the first £2,000 of a claim and 90% of the remainder of the claim. There is no upper limit in either case.

Further information about compensation scheme arrangements is available from FSCS.