

## Policy Summary

This is a summary of the key terms and conditions of your insurance policy. For the full terms and conditions you must read the policy wording in conjunction with the Schedule.

The policy is made up of several Sections. Only those Sections shown as Covered in your Schedule apply to your policy.

**Your Insurer:** This policy is underwritten by Royal & Sun Alliance plc who are authorised and regulated by the Prudential Regulation Authority and the Financial Conduct Authority.

### Policy Cover:

<b>Section 1: Freight Liability</b>	
1	This section indemnifies you for your legal liability for loss or damage to goods that you carry for hire and reward occurring within the Territorial Limits during the Period of Insurance whilst such goods are being loaded on, carried on, or unloaded from your vehicle. The indemnity will be to the extent of the Full Value Liability limit you have chosen or, if you have chosen to extend the Territorial Limits to Europe, to the limit stated in CMR
2	In addition we indemnify you for loss or damage to your own goods and for employees personal effects up to the limit stated within the policy whilst such property is being loaded on, carried on, or unloaded from your vehicle.
<b>The Excess</b>	
1	£50 for each and every claim for loss or damage to hand-held portable scanners
2	£250 for each and every claim for loss or damage to any other property
<b>Significant and Unusual Exclusions</b>	
1	You must not entrust property to any sub-contractor unless they have agreed in writing to accept no less liability than you and to fully indemnify you for any loss or damage
2	We will not cover money, credit, debit or charge cards, lottery tickets, scratch cards or property of a similar nature
3	We will not cover theft from unattended vehicles unless all windows, doors or other openings are closed and securely locked, all alarms set and all keys removed
4	We will not cover theft of property by deception by any person purporting to be a sub-contractor
5	We will not cover property in the course of a household, office or factory removal
6	We will not cover injury to or the death of any person or living creature

<b>Section 2: Employers' Liability</b>	
Limit of Indemnity: £10,000,000	
	We will indemnify you up to the limit of indemnity stated in the policy for your legal liability for damages inclusive of costs and expenses in respect of injury to or the death of any person(s) employed by you in the business.
Significant and Unusual Exclusions:	
	None

<b>Section 3: Public Liability</b>	
1	This section indemnifies you up to the limit of indemnity you have chosen for your legal liability for injury to or the death of any person who is not an employee and for accidental loss or damage to property which happens during the period of insurance within the Territorial limits
2	It also covers the legal costs and expenses of any claimant that you are legally liable to pay and legal costs and expenses that you incur with your insurer's written consent
The Excess	
	£250 each and every claim for loss of or damage to property
Significant and Unusual Exclusions	
1	The indemnity does not apply to claims arising out of the ownership, possession or use of any mechanically propelled vehicle in circumstances where you are required to insure under the Road Traffic Acts
2	The indemnity does not apply to claims for loss or damage to property owned by you or in your custody or control except in certain specified circumstances
3	There is no cover for fines and penalties

<b>Section 4: Legal Defence Costs</b> <i>(This section applies automatically if you have bought either Section 2 or Section 3)</i>	
Limit of Indemnity: £250,000 for all claims during the period of insurance	
<b>4A</b> <i>(applies if you have bought section 2, Employer's Liability)</i>	Where injury to any person or damage to property has <b>not</b> occurred we will indemnify you up to the limit of indemnity in respect of legal costs and expenses incurred with our written consent and against costs awarded against you for breach of the Health & Safety at Work etc., Act 1974 or the Health & Safety at Work etc., (Northern Ireland) Order 1978 where proceedings relate to the health, safety and welfare of any employees
<b>4B</b> <i>(applies if you have bought section 3, Public Liability)</i>	Where injury to any person or damage to property has <b>not</b> occurred we will indemnify you up to the limit of indemnity in respect of legal costs and expenses incurred with our written consent and against costs awarded against you for breach of 1) the Health & Safety at Work etc., Act 1974 or the Health & Safety at Work etc., (Northern Ireland) Order 1978, 2) Part II of the Consumer Protection Act 1987 or 3) Part II of the Food Safety Act 1990 where proceedings relate to the health, safety and welfare of an person who is not an employee

Significant or Unusual Exclusions	
1	We will not provide an indemnity for fines and penalties
2	We will not provide cover for fees payable under the Health & Safety Fees Regulations 2012
3	We will not provide an indemnity where cover is provided under any other insurance.

### Making a Claim under Your Policy:

To Report a **Freight Liability** Claim:

Phone in normal office hours:	0161 235 3876
Email:	<a href="mailto:Freight.liability@uk.rsagroup.com">Freight.liability@uk.rsagroup.com</a>
Write to:	Freight Liability Claims Department, RSA, 17, York St., Manchester M2 3GR

To report a claim for **damage to third-party** property:

Phone:	0800 294 7539
Email:	<a href="mailto:Liabilityclaims.manchester@uk.rsagroup.com">Liabilityclaims.manchester@uk.rsagroup.com</a>
Write to:	RSA Group, TPPD Claims, PO Box 256, Wyndham, NR18 9DQ

To report a claim for **injury to any person including employees**:

Phone:	0161 235 3737
Email:	<a href="mailto:rsacare.manchesterliability@uk.rsagroup.com">rsacare.manchesterliability@uk.rsagroup.com</a>
Write to:	RSA Group, RSA Care, PO Box 256, Wyndham, NR18 9DQ

### Your right to Cancel:

You may cancel this Policy in the first year of insurance during the 14 days after the policy has come into force by giving notice in writing to your broker at the address shown in their correspondence or to Provego Underwriting's address shown on the cover of the Policy.

**This right does not apply at any subsequent renewal of the Policy.**

If a claim has been submitted or there has been any incident likely to give rise to a claim during the period of insurance, no refund for the unexpired portion of the premium will be given.

Provided that there have been no claims or incidents likely to give rise to a claim that have occurred then, during the first 14-days after the policy has come into force, insurers will give a refund of the proportionate part of the premium paid in respect of the unexpired term of this Policy, subject to our £25 inclusive of IPT cancellation charge.

You have no other rights to cancel the policy

### **Complaints:**

If you have any complaints about our service, please write with details to The Branch Manager, Provego Ltd., Lasyard House, Underhill Street, Bridgnorth WV16 4BB.

What will happen if you complain:

- a) We will acknowledge your complaint within five working days of receipt
- b) We will try to resolve the complaint within five working days, but some cases may take a little longer to investigate, in which case we will write to you with a response within eight weeks of the date we receive your complaint.
- c) If your complaint should be dealt with by another party, we will refer it to that other party but will advise you when this occurs.

Once You have followed our complaints procedure, if You remain dissatisfied, You have six months to refer the matter to the Financial Ombudsman Service (FOS) at Exchange Tower, London E14 9SR email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) or telephone 0800 023 4567 (free from most landlines) or 0300 123 9123 (free from most mobiles). The FOS will only consider your complaint if you have given us and the insurer the opportunity to resolve it.

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

### **The Financial Services Compensation scheme:**

Your insurer is a member of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if your insurer cannot meet their obligations. Information about the compensation scheme is available from FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)