

Insurer Aviva
Agent Constructaquote.com



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SCHEDULE

Policy Number AVDGF1000037
Insured Mr Bruce Crutchley T/a Sole Trader

Insured's Address 21 Kingsland Road
Worthing
BN14 9EB

BUSINESS Removal Contractor

Period of Insurance: From **25/10/2010** at **13:37:00** to **24/10/2011**

Vehicle Details:

1. **Make:** Transit
Registration No.: NH06YAA
Limit of Indemnity: £10,000

Excess: **£250** each and every loss however arising

Premium: £260.00

Insurance Premium Tax: £13.00

Total: £273.00

GEOGRAPHICAL ZONES

ZONE 1 - England, Scotland, Northern Ireland, Republic of Ireland, Wales, all offshore Islands, including the Channel Isles

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General Conditions

Other sections of the policy contain conditions. They must be read in conjunction with the following General Conditions which apply to all sections of this policy unless otherwise stated.

Conditions 1- 4 are precedent to liability hereunder.

1. Reasonable Care

If, in relation to any claim, You have failed to comply with any of the following conditions, You will lose Your right to indemnity, or payment for that claim.

You must:

- a) only employ reliable and competent drivers and/or employees and/or appoint reliable and competent agents and/or servants contracted on Your behalf;
- b) take all reasonable measures to:
 - (i) prevent loss of or damage to the Goods and/or other property;
 - (ii) secure loads properly;
 - (iii) maintain all Vehicles in accordance with current Law;
 - (iv) ensure any Vehicle is suitable for the purpose for which it is to be used;
 - (v) incorporate your Conditions of Contract, Carriage or Trading;
- c) allow Us and/or persons acting on Our behalf access to examine any Vehicle which You operate or premises from which You operate.

2. Fraud

a) If a claim made by You, or anyone acting on Your behalf, or any person claiming to be indemnified, is fraudulent or exaggerated, whether ultimately material or not;

or

- b) (i) a false declaration or statement is made; or
- (ii) a fraudulent device is used

in support of a claim,

We may, at Our Option

(i) avoid the policy from the inception of this insurance

or

(ii) cancel the policy from the date of the loss or alleged loss and repudiate the claim

or

(iii) repudiate the claim.

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3. Non Disclosure, Misrepresentation or Misdescription

This policy is voidable if there has been any misrepresentation, misdescription or failure to disclose any material fact to Us by You or anyone acting for You.

4. Subrogation

You shall at Our request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated upon its paying for or making good any loss or damage under this policy whether such acts shall be or become necessary or required before or after their indemnification by Us.

5. Freight Operator Liability ISM Endorsement

Applicable to shipments on board Ro-Ro passenger ferries.
Applicable with effect from 1 July 1998 to shipments on board:

- 1) passenger vessels transporting more than 12 passengers;
and
- 2) oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 grt or more.

Applicable with effect from 1 July 2002 to shipments on board all other cargo ships and mobile offshore drilling units of 500 grt or more.

In no case shall this insurance cover Your legal liability for loss of or damage to Goods carried by a vessel that is not ISM Code certified or whose owners or operators do not hold ISM Code Document of Compliance when, at the time of loading of the Goods on board the vessel, You were aware, or in the ordinary course of business should have been aware:

- a) that such vessel was not certified in accordance with the ISM Code; or
- b) that a current Document of Group of Compliance was not held by her owners or operators;

as required under the SOLAS Convention 1974 as amended.

The ISM Code means the International Safety Management Code incorporated into the International Convention for the Safety of Life at Sea 1974 (SOLAS).

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

The Provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this insurance or to any certificate(s) of insurance issued hereunder. Neither this insurance nor any certificates issued hereunder confer any benefits on any third parties. No third party may enforce any term of this insurance or of any certificate issued hereunder. This clause shall not affect Your rights (as assignee or otherwise) or the rights of any loss payee.

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7. Subjectivity Condition

The policy, the application form, statement of fact and/or declaration made by You, and any clauses endorsed on the policy and the policy schedule should be read together and form the contract of insurance between You, the policyholder, and Us Aviva.

We will clearly state if the cover provided by the policy is subject to You:

- a. providing Us with any additional information requested by the required date(s)
- b. completing any actions agreed between You and Us by the required date(s)
- c. allowing us to complete any actions agreed between You and Us.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at our option:

- a. modify Your premium
- b. issue a mid-term amendment to Your policy terms and conditions
- c. require You to make alterations to the risk insured by the required date(s)
- d. exercise Our right to cancel Your policy
- e. leave the policy terms and conditions, and Your premium, unaltered.

We will contact You with our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until we agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved:

- a. You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.
- b. We may, at Our option, exercise Our right under the policy cancellation condition.

Except where stated all other policy terms and conditions will continue to apply.

The above conditions do not affect Our right to void the policy if We discover information material to Our acceptance of the risk. Please refer to the Important Note within The Contract Of Insurance page of Your policy booklet.

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Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy except for headings and titles.

The Schedule

The document which specifies details of The Policyholder, business description, liabilities insured and any excesses, endorsements and conditions applying to the policy.

We/Us/Our/Aviva

Aviva Insurance Limited

You/Your/The Policyholder

The person(s), companies, partnerships or unincorporated associations named in The Schedule as The Policyholder.

Goods

Goods and/or Merchandise not Your property but for which You are responsible in accordance with the Conditions of Contract, Carriage or Trading under which You operate as specified in The Schedule.

Vehicle

Vehicles and/or trailers owned or operated by You.

Container

Any container, tanktainer, demountable body, flat or similar unit (including ancillary equipment whilst attaching to such unit), not Your property.

Occurrence

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

Period of Insurance

From the effective date until the expiry date (both shown in The Schedule) or any subsequent period for which We accept payment for renewal of the policy.

Unattended

Where neither You nor Your driver or employee (including agency drivers and independent contractors under Your direction and control) are in the Vehicle and/or in a position to keep the Vehicle and/or Goods under surveillance and at the same time have a reasonable prospect of preventing any unauthorised interference with the Vehicle and/or Goods.

Conditions of Contract, Carriage or Trading (as may be in force from time to time) as specified in The Schedule

RHA / RHA Storage Conditions.

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Liability under Road Haulage Association Ltd Conditions of Carriage and/or Storage.

CMR

Liability under the Convention on the Contract for the International Carriage of Goods by Road as enacted into English law by the Carriage of Goods by Road Act 1965.

UKWA

Liability under the United Kingdom Warehouse Keeper's Association Conditions of Contract.

BIFA

Liability under the British International Freight Association Standard Trading Conditions.

FTA

Liability under the Freight Transport Association Standard Trading Conditions.

FIATA

Liability under the International Federation of Freight Forwarders Association Standard Trading Conditions.

Other Conditions

Liability under any other Conditions of Contract as per a copy lodged with Us.

All Risks

An indemnity for Your contractual liability for loss or damage to Goods occurring within the Geographical Limits during the Period of Insurance arising from any fortuitous Occurrence whilst the Goods are in transit on any Vehicle including loading and unloading where it is undertaken by You and is Your responsibility or whilst temporarily stored in the course of transit.

(Temporary storage of Goods shall be deemed to be in a building of substantial construction built only of brick and/or stone and/or concrete and/or steel frame and steel construction and/or plastic coated metal profile sheet above brick with a slate and/or tiled and/or metal and/or asbestos and/or concrete roof in the course of transit on or off the Vehicle but excluding where such storage is undertaken:

- (a) for a fee;
- or
- (b) subject to a contract for storage and distribution).

Provided always that in the event of an Occurrence resulting in an indemnity under the policy We will not pay more than:

- a) the respective limits of liability specified in the policy or The Schedule;
- or
- b) the value of the lost or damaged Goods;
- or
- c) the cost of repair or replacement part or parts of lost or damaged Goods;

whichever is the less.

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O - OVERNIGHT IN LOCKFAST BUILDING / COMPOUND (PF1)

No claim will be admitted for theft or attempted theft when any Vehicle is unattended unless:

- 1) all doors, windows and other points of access have been securely shut and locked with any security devices correctly set to operate and the keys removed from the vehicle and unattached trailers have had anti-hitching devices put into operation.**

And

- 2) between 9pm and 6am such Vehicle is parked within a securely locked building of substantial construction or within a securely locked compound surrounded by secure wall and/or fences.**

The onus of proving that the exact requirements of this Clause have been complied with shall rest with You.

HOUSEHOLD REMOVALS (PF4)

Notwithstanding anything contained in Exclusion 7 to the contrary, this Policy is extended to indemnify You against all risks of legal liability to Household removals arising from any fortuitous cause during loading or unloading of the conveying Vehicle or in transit therein excluding;

- loss of or damage to food and drink, furs, jewellery, watches, precious metals and precious stones, deeds, bonds, bills of exchange, promissory notes, money or securities for money, stamps of all kinds, manuscripts and other documents
- loss or damage caused by or arising from wear, tear, gradual deterioration, mildew, moth, vermin or any process of cleaning, repairing or restoring
- mechanical and/or electrical derangement unless caused by external means
- breakage of owner-packed goods unless caused by a major accident to the means of conveyance
- loss or damage occurring in premises where the goods are stored, warehoused or temporarily housed in the course of transit.

In the event of loss of or damage to any article forming part of a pair or set, the indemnity granted hereunder shall be limited to the proportionate value that the article bears to the total value of the pair or set and no additional depreciation shall be paid.

Provided always that if at the time of an occurrence resulting in a claim under this extension the value of the Goods shall exceed the amount stated in the Schedule We will only be responsible for such proportion of the loss as the amount stated in the Schedule bears to the actual total value of the goods.

It is a condition precedent to liability under this extension that You shall obtain a valued inventory in respect of the Goods prepared prior to the commencement of transit and signed by the owner of the goods.

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Subject otherwise to the Conditions, Special Conditions, Extensions, Special Clauses and Exclusions of the Policy.



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