

Policy Wording

Freight Liability

Please read this document carefully.
Should you have any questions, please
contact your insurance agent.



Policy Information

We are keen to work in partnership with You and avoid any misunderstandings.

This Policy has been prepared in accordance with Your instructions. Please read it carefully to ensure that it meets Your requirements.

This Policy consists of

1. the introduction which explains the basis on which cover is provided;
2. the Schedule which shows details of the Policyholder Period of Insurance the Business being covered the Property or Events insured Limits of Liability and certain amounts You will be responsible for and details of which Sections are operative;
3. Sections and/or Subsections prepared from a proposal form or declaration or Statement of Fact that You provided to Your insurance agent about You and Your Business upon which Your insurance Policy is based;
4. Policy Definitions and Conditions;
5. General Exceptions to cover applying to the whole Policy;
6. Any Endorsements or Conditions Precedent which might apply to the Policy or individual Sections and which incorporate cover amendments extensions limitations and the like.

Immediate notice should be given to Us of any changes which may affect the insurance provided by this Policy.

Alterations in the cover required after the issue of the Policy will be confirmed by a separate Endorsement and/or Schedule and/or Statement of Fact which You should file with Your Policy. You should refer to the Statement of Fact and/or Schedule and Endorsement(s) and the Policy to ascertain precise details of cover currently in force.

Should you require a hard copy of the policy schedule or policy wording please contact your broker.

Our Promise to You

Our goal is to provide excellent customer service to all Our customers but we recognise that sometimes things may go wrong. We take complaints seriously and aim to resolve all of Our customers problems promptly.

If this cover does not meet with your requirements please return all your documents to your insurance agent who has arranged the cover within 14 days of receipt and We will return part of the premium proportionate to the unexpired Period of Insurance provided that no claims have been paid or outstanding during the current Period of Insurance.

If You wish to terminate the cover at any other time please contact Your insurance agent who arranged it and any return premium will be at the discretion of Arch Insurance (UK) Limited.

Making a Claim

To report or make a claim follow the instructions provided in Your Cover – Claims Conditions additional to the Policy Conditions.

To register a claim You should email full details of the claim including your Arch policy number to commercial.claims@archinsurance.co.uk or call 0345 258 3880.

If You have a need to seek additional assistance please contact Your insurance agent

How to Complain

If You have any enquiry arising from Your Policy please contact Your insurance agent who arranged the Policy for You or the local Arch office quoting the Policy number in all cases

If You have a complaint arising from Your Policy please contact

Complaints Manager
Arch Insurance (UK) Limited
5th Floor
Plantation Place South
60 Great Tower Street
London EC3R 5AZ

complaints@archinsurance.co.uk

After this action if You are still not satisfied with the way a complaint has been dealt with Your complaint may also be referred to the Financial Ombudsman Service The address is

Financial Ombudsman Service
Exchange Tower
London E14 9SR

www.financial-ombudsman.org.uk

Telephone: 0800 023 4567/ 0300 123 9 123

Fax: 020 7964 1001

Email: complaint.info@financial-ombudsman.org.uk

Following the complaints procedure does not affect Your rights to take legal proceedings

Financial Services Compensation Scheme

Arch Insurance (UK) Limited is covered by the Financial Services Compensation Scheme (FSCS).

If we are unable to meet our obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at www.fscs.org.uk

Fair Processing Notice

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

Who are we?

Arch Insurance (UK) Limited which is part of the Arch Insurance group ("Arch"). Arch is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we provide to you.

You can contact us for general data protection queries by email to DPO@archinsurance.co.uk or in writing to Compliance Team, 5th Floor Plantation Place South, 60 Great Tower Street, London EC3R 5AZ. Please advise us of as much detail as possible to comply with your request.

What information do we collect?

We will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code) which we need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing you with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If you object to use of this information then we will be unable to offer you the product or service requested.

How do we use your personal information?

We will use your personal information to

- assess and provide the products or services that you have requested
- communicate with you
- develop new products and services
- undertake statistical analysis

We may also take the opportunity to

- contact you about products that are closely related to those you already hold with us
- provide additional assistance or tips about these products or services
- notify you of important functionality changes to our websites

We make outbound phone calls for a variety of reasons relating to many of our products or services (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure we comply with them.

To ensure confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing your personal information

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide us may be used to update an existing record we hold for you.

When do we share your information?

To help us prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Arch Insurance group, third parties (for example insurers or loss adjusters) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

The data we collect about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on your information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share your information with anyone you have authorised to deal with us on your behalf.

How long do we keep your information for?

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract with us has ended.

Your rights

Under data protection law you have the right to change or withdraw your consent and to request details of any personal data that we hold about you.

Where we have no legitimate reason to continue to hold your information, you have the right to be forgotten.

We may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision that you are unhappy with.

Further details of your rights can be obtained by visiting our long form notice at www.archcapgroup.com/Privacy-and-Data-Protection-Policy

Index

	Page Number
The Contract of Insurance and the Underwriters	7
General Definitions	9
General Conditions	13
Your Cover	19
Exceptions	26

The Contract of Insurance and the Underwriters

This policy is underwritten by Arch Insurance (UK) Limited

In consideration of payment of the premium the liability of an Underwriter under this contract is several and not joint with other insurers party to this contract to indemnify You within the limits terms conditions and exceptions of this Policy against the events set out in the sections operative and occurring in connection with the Business during the Period of Insurance and any subsequent period for which You pay and the Underwriter agrees to accept a premium

An Underwriter is not jointly liable for the proportion of liability underwritten by any other Underwriter Nor is an Underwriter otherwise responsible for any liability of any other Underwriter that may underwrite this contract

Although reference is made at various points in this clause to "this contract" in the singular where circumstances so require this should be read as a reference to contracts in the plural

Arch Insurance (UK) Limited, 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ – (FCA Register No 229887) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Arch Insurance Group consist of FCA registered companies, including Thomas Underwriting Agency Limited (FCA number 304302) and Axiom Underwriting Agency Limited (FCA number 441460), registered at the address provided, who may act as intermediaries for certain insurers.



Steve Bashford
Chief Executive of Arch UK Regional Division
A division of Arch Insurance (UK) Limited

You can check this information on the Financial Conduct Authority register by visiting the FCA's website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768. Information relating to the Prudential Regulation Authority can be found at www.bankofengland.co.uk/pru

IMPORTANT

This Policy is a legal contract between You and Us and designed to be as easy to understand as possible. You must make a fair presentation of the risk to Us at inception, renewal and variation of the Policy.

Your proposal, the Schedule, Your Policy and any Endorsements shall be considered one legal document.

It is important that You read all Your documents carefully and let Your insurance agent know immediately if the insurance does not meet Your requirements or if any information is inaccurate or incomplete. If any changes are required, this may result in changes to the terms and conditions of the Policy or a refusal to provide cover.

Your obligations under the Policy

The Policy imposes certain obligations upon You which, if not complied with, may invalidate this insurance or a claim.

Some of these obligations are expressed to be Conditions General Conditions or Conditions Precedent. These are extremely important. If you are in breach of any of these obligations at the time of a loss, We will have no obligation to indemnify You in relation to any claim for that loss. However, if a Condition General Condition or Condition Precedent is intended to reduce the risk of a loss of a particular kind at a particular location or at a particular time, We will not rely on the breach of that Condition General Condition or Condition Precedent to exclude, limit or discharge our liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Steps to be taken if you cannot comply

If You are unable to comply with any Condition General Condition or Condition Precedent, You should contact Us as soon as reasonably possible through Your insurance agent. We will decide whether We might be prepared to agree a variation in the Policy.

All Conditions General Conditions or Conditions Precedent remain effective unless You receive written confirmation of a variation from Us through Your insurance agent.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance agent at inception, renewal or making variation to this Policy.

General 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

Each Section of the Policy contains definitions which apply to that particular Section and they must be read in conjunction with the following General Definitions

We/Us/Our

The Underwriters as set out in the section of the Policy headed The Contract of Insurance and the Underwriters

You/ Your/ Policyholder

The person or corporate body or organisation shown as the Policyholder in the Schedule and any other person or corporate body or organisation to whom the benefit has been legally assigned

Policy

This Policy is made up of a number of documents. These documents are the

- (a) Policy
- (b) Statement of Fact and/or Schedule
- (c) endorsements
- (d) notice to Policyholders

British Isles/UK

means Great Britain Northern Ireland the Channel Islands the Isle of Man the off-shore islands and the Republic of Ireland

Mainland Europe

means Western Europe plus Bosnia Herzegovina Bulgaria Croatia Czech Republic Estonia Finland the former Yugoslav Republic of Macedonia Greece Hungary Latvia Lithuania Montenegro Poland Romania Serbia Slovakia Slovenia Turkey (west of the Bosphorus) Cyprus Malta

Western Europe

means Andorra Austria Belgium British Isles Denmark France Germany Gibraltar Italy Liechtenstein Luxembourg Monaco Netherlands Norway Portugal San Marino Spain Sweden Switzerland

Worldwide

anywhere in the world except locations noted in the Excluded Territories

Excluded Territories

In no case shall this insurance cover any Transits to from within or between:

Afghanistan Angola Armenia Azerbaijan Democratic Republic of Congo East Timor Eritrea Georgia Iran, Iraq Ivory Coast Kazakhstan Kyrgyzstan Lebanon Liberia Moldova Myanmar Nigeria North Korea Russia Rwanda Sierra Leone Somalia South Sudan Sudan Syria Tajikistan Turkmenistan Uzbekistan Republic of Yemen Zimbabwe and any of the OFAC Sanctioned Countries such as but not limited to Iran Syria North Korea North Sudan Cuba, Crimea and/or Countries where legislation or sanctions prohibit the placing of insurance.

Agreed Value

The value of the Goods fixed by the terms of this Section

Basis of Valuation

The method of establishing the Agreed Value of the Goods for the purpose of agreeing the basis upon which premium is calculated and claims adjustment

CMR

means the Convention on the Contract for the International Carriage of Goods by Road

Condition Precedent

Any term expressed Condition Precedent is extremely important

If You are in breach of any of these obligations at the time of a loss We will have no obligation to indemnify You in relation to any claim for that loss

However if a Condition Precedent is intended to reduce the risk of a loss of a particular kind at a particular location or at a particular time We will not rely on the breach of that Condition Precedent to exclude limit or discharge Our liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

Container

means any Container tanktainer demountable body flat or similar unit including all ancillary equipment whilst attached to any such unit

Conveyance

The method of transport for the Goods as stated in the Schedule

Conveyance Limit

means the maximum amount we will pay for all Property in or on any one Conveyance

Damage/Damaged

means physical loss or damage destruction or misdelivery

Event

Any occurrence or series of occurrences directly or indirectly attributable to a single source or the same original repeated or continuing cause

Event Limit

means the maximum amount we will pay for all claims arising out of one Event

Excess

The first amount of each and every claim for which You shall be responsible as shown in the Schedule and where applicable as more particularly defined in the relevant sections of this Policy

You will repay any such amount paid by Us

Failure Of A System

means the failure or inability of any system to

- 1) correctly recognise or utilise any data concerning a date as being such calendar date as the data is intended to represent
- 2) operate as a result of any command programmed in to the system utilising any date

Full Responsibility

means any contract for the carriage of goods by road excluding any contract which is subject to CMR terms where You

- 1) do not use contract conditions and or do not wish to restrict Your liability for Damage to common law
- 2) use contract conditions but do not wish to restrict liability for Damage by application of their terms

Goods

The Property insured being types of goods stated in the Schedule that are new unused and of recent manufacture but does not include goods shipped on or above deck unless the goods are contained in fully enclosed metal containers or We state otherwise in the Schedule

High Risk Property

means the following

- 1) bullion precious metals and or stones and or articles made of or containing precious metals and or stones
- 2) jewellery and or watches
- 3) processed tobacco and or tobacco products
- 4) lap-top palm-top and or similar portable computer equipment
- 5) mobile cellular WAP and or other portable telephone equipment
- 6) systems boards memory boards microchips integrated circuits microcontrollers hard disks disk drives memory SIMMS memory DIMMS central processing units CD ROM drives PCMCIA cards and or similar electronic data processing equipment for use with computers and or hardware software and programs and or electronic data processing equipment

Insured Peril

Those risks that are a direct cause of loss or Damage to the Goods and for which insurance is provided

Limit of Liability / Limit of Indemnity

The limit specified in the Schedule

Location

Any one place or building or area in which Goods are consolidated excluding the Conveyance during the course of the Voyage or Transit

Location Limit

means the maximum amount that will be paid if Property housed in one or more buildings at any one site sustains Damage as a result of any one Event

Maximum Value

The maximum amount of Agreed Value for the Goods on any one Conveyance or at any one Location at any one time

Own Property

means Property equipment and or merchandise belonging to You or hired leased or loaned to You and appertaining to Your business as Road Hauliers Freight Forwarders or Warehousekeepers provided that the corresponding Subsection Road Haulage or Static Risks or Freight Forwarding is stated in the appendix

Period of Insurance

The period specified in the Schedule for which We accept Your premium

Pollution or Contamination

1. Pollution or Contamination of buildings or structures or Goods or of water or land or the atmosphere and
2. All loss Damage or Injury directly or indirectly caused by or arising from such Pollution or Contamination

Premises

The part of the premises at the address or addresses specified in the Statement of Fact and/or Schedule occupied by You for the purpose of the Business

Property

means goods and or merchandise carried handled and or warehoused for reward other than

- 1) Container
- 2) goods and or merchandise owned or hired by or leased or loaned to You

Schedule

The schedule for the time being in force showing the cover which applies

Statement of Fact

This is a record of the information that You provided to Your insurance agent upon which Your insurance quotation is based

Subcontractor

means any person other than an employee to whom You entrust Property for carriage storage or forwarding for the whole or part of the contract

Sum Insured

The sum insured specified in the Schedule

Terrorism

means any act including (but not limited to) the use of force or violence or the threat thereof by any person or group of persons (whether acting alone or on behalf of or in connection with any 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

Thief Attractive Property

means the following

- 1) bottled perfumery
- 2) bottled spirits
- 3) clothing and or footwear
- 4) televisions digital cameras audio equipment video equipment and or associated pre-recorded media
- 5) computer equipment software electrical and or electronic accessories
- 6) non-ferrous metals in sheet bar tube ingot coil scrap or similar form

The definition Thief Attractive Property does not include Property stated within High Risk Property above

Total Sum Insured

means the maximum amount We will pay for any claim or series of claims arising out of any one Event under this Section

Trailer

means any trailer or semi-trailer

Transportation Equipment

means Trailers and or containers load securing and stowage equipment and any ancillary and similar equipment for which cover is provided by this Section but excluding motor Vehicles and self propelled equipment

Value of the Property Damaged

means the invoice value if the Property had been sold or in any other circumstances the replacement cost to the Property owner at the commencement of the road transport including any duties or taxes paid or payable in respect of the Property

Vehicle

means any motor Vehicle excluding any motor cycle and or Trailer used for the carriage of Property

Vehicle Limit

means the maximum amount that will be paid for all Property in or on any one Vehicle Trailer or Vehicle and Trailer combination at any one time

Voyage or Transit

The geographical movements of the Goods for which insurance is provided as stated in the Schedule beginning and ending in accordance with the definition of Transit and the appropriate Institute Clauses

General Conditions

Each Section of the Policy contains conditions and must be read in conjunction with the following General Conditions which apply to all Sections unless otherwise stated

Additional alteration

The insurance under this Section will cease if after the commencement of this insurance

- 1) the risk of Damage is materially increased
- 2) Your interest ceases
- 3) Your business be wound up or carried on by a liquidator or administrator or receiver or permanently discontinued
- 4) the contract conditions stated in the appendix are varied
- 5) a special declaration of value or of special interest in delivery is accepted by You

unless agreed in writing by Us prior to such alteration

Arbitration

Any dispute arising out of or relating to this insurance including over its construction application or validity will be referred to a single arbitrator in accordance with the Arbitration Act then in force

Average

Where a Sum Insured is subject to average if at the time of the Damage the Sum Insured is less than the actual value of the Property You will be considered as Your own insurer for the difference and bear a proportionate share of the loss

Bills of lading housebills and waybills

- 1) You and or Your employee(s) must not
 - 1.1) enter or give instructions to enter information which is known to be incorrect or is likely to be incorrect on any bill of lading housebill waybill or similar document
 - 1.2) release or give instructions to release customers' Property except against the surrender of the original bill of lading or similar original document
- 2) Any house bill of lading or house air waybill issued by You or on behalf of You must
 - 2.1) contain on the reverse the British International Freight Association Standard Trading Conditions or Your own contract conditions for freight forwarding stated as 'Insured' under the Freight Forwarding Subsection of the appendix
 - 2.2) not be signed by You or on Your behalf 'as carrier'
- 3) any air waybill or house air waybill issued by You or on Your behalf must include a notice to the effect that if the carriage involves an ultimate destination or stop in a country other than the country of departure the Warsaw Convention may be applicable and the Convention governs and in most cases limits the liability of the carriers in respect of Damage to Property
- 4) You must only issue air waybills with the express agreement of the third party air carrier and any such air waybill must
 - 4.1) be signed by You 'as agent for' such third party air carrier and
 - 4.2) contain the contract conditions of such third party air carrier on the reverse

Cancellation

1. You may cancel Your Policy
 - a. within 14 days of receiving Your Policy documents for the first Period of Insurance if for any reason You are dissatisfied or the Policy does not meet Your requirements
 - b. if at any time You sell the Business or sell all of the Property insured shown in the Schedule or You cease trading

If You cancel the Policy We will return part of the premium proportionate to the unexpired Period of Insurance provided that no claims have been paid or outstanding during the current Period of Insurance

2. Other than when the General Condition Fraud applies We may cancel Your Policy

- a. By sending You 30 days written notice to Your last known address

We will return part of the premium paid proportionate to the unexpired Period of Insurance provided that

- No claims have been paid or are outstanding or incidents reported that could give rise to a claim during the current Period of Insurance
- We have not identified a breach of any Policy Condition

- b. Immediately if the premium has not been paid or there has been a default under an instalment or linked credit agreement

Choice of Law and Jurisdiction

In the absence of agreement to the contrary this Policy shall be governed by and construed in accordance with the laws of England and Wales Any dispute relating to limits terms conditions and exceptions or validity of this Policy shall be subject to the jurisdiction of the courts of England and Wales

Change of Risk

You must notify Us prior to or immediately if during the Period of Insurance there is any change in Your ownership of the Business or if there is any change

1. in or to the Business
2. due to the Business being wound up or carried on by a liquidator or receiver or permanently discontinued
3. due to its disposal or removal
4. in respect of which Your interest ceases except by operation of law
5. in respect of the risk of subsidence ground heave or landslip where any demolition construction ground works or excavation work is being carried out on any site adjoining the Premises
6. to the facts or matters set out in the Schedule or otherwise comprising the risk presentation made by You to Us at inception renewal or change of the Policy

which materially increases risk of loss or Damage as Insured by this Policy

Should You be in any doubt as to whether information should be presented to Us You must

- discuss it with Your agent or
- disclose it to Us

Upon being notified of any such change We may at Our absolute discretion

- i. continue to provide cover under the appropriate Section on the same terms
- ii. restrict the cover provided by the Section
- iii. impose additional terms
- iv. alter the premium
- v. cancel the Section and or the Policy

If You fail to notify Us of any such change We may at Our absolute discretion

- i. treat the appropriate Section and the Policy as if it had come to an end as at the date of the alteration of the risk returning a proportionate amount of the premium for the unexpired Period of Insurance if We would have cancelled the Section and the Policy had We known of the increase in risk
- ii. treat the Section and the Policy as if it had contained such terms other than relating to premium or other restrictions from the date of change in risk as We would have applied had We known of the increase in risk
- iii. reduce proportionately the amount paid or payable on any claim the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had We known of the increase in risk

Contribution

1. If the insurance provided by these sections is also covered by another policy (or would but for the existence of these sections) We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these sections not been effected

2. Where any Damage or liability covered by the Policy is also covered by another policy (or would be but for the existence of this Policy) We will only pay a rateable share of the loss
3. If the other insurance is subject to a condition of average and this Policy is not this Policy will become subject to the same condition of average
4. If the Property covered by the other insurance is subject to a provision excluding proportional payment in whole or part the payment We make will be limited to the proportion of Damage as the Sum Insured bears to the value of the Property

Contracts (Rights of Third Parties) Act 1999

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act

Discharge of Liability

We may at any time pay

1. The Limit of Liability or the Limit of Indemnity or
2. The Sum Insured or
3. A smaller amount for which a claim can be settled after deduction of any sum already paid We will not make any further payments except for costs and expenses incurred prior to the payment of the claim

Fraud

If You or anyone acting on Your behalf to obtain a benefit under this Policy

1. makes any false or fraudulent claim
2. makes any exaggerated claim
3. supports a claim by false or fraudulent documents devices or statements whether or not the claim is itself genuine
4. makes a claim for loss or Damage which You or anyone acting on Your behalf deliberately caused

We will

- a. refuse to pay the whole of the claim and
- b. recover from You any sums that We have already paid in respect of the claim

We will also notify You if We will be treating the Policy as having terminated with effect from the date of any acts set out in 1-4 above

In that event You will

- have no cover under the Policy from the date of the termination and
- not be entitled to any refund of premium

Fair Presentation of the Risk

We are keen to work in partnership with You and avoid any misunderstandings

1. You must make a fair presentation of the risk to Us at inception renewal and variation of the Policy

Should You be in any doubt as to whether information should be presented to Us You must

- discuss it with Your insurance agent or
- disclose it to Us

2. We may at Our absolute discretion avoid the Policy and refuse to pay any claims where any failure to make a fair presentation is

- i. deliberate or reckless or
 - ii. of such other nature that if You had made a fair presentation We would not have issued the Policy
- We will return the premium paid by You unless the failure to make a fair presentation is deliberate or reckless

3. If We would have issued the Policy on different terms had You made a fair presentation We will not avoid the Policy except where the failure is deliberate or reckless but We may instead at Our absolute discretion
 - i. reduce proportionately the amount paid or payable on any claim the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had You made a fair presentation and or
 - ii. treat the Policy as if it had included such additional terms other than those requiring payment of the premium as We would have imposed had You made a fair presentation

For the purposes of this condition references to

- i. avoiding a Policy means treating the Policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before the inception of the Policy) the renewal date (where the failure occurs at renewal of the Policy) or the date of change (where the failure occurs when the Policy is changed)
- ii. refunds of premium should be treated as refunds of premium back to the inception date renewal date or date of change as the context requires
- iii. issuing a Policy should be treated as the references to issuing the Policy at inception renewing or change of the Policy as the context requires
- iv. premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition where there is more than one contract of insurance

Full Responsibility

When Full Responsibility contact conditions are stated in the appendix, Property You have accepted Full Responsibility for is subject to the following:

- 1) We will not pay claims for
 - 1.1) Damage caused by or arising as a result of packing which was inadequate to withstand normal handling during Transit
 - 1.2) Damage caused by or arising from inherent vice
 - 1.3) wear tear natural and or gradual deterioration
 - 1.4) mechanical electrical and or electronic breakdown failure and or derangement
- 2) We will not pay more than the Value Of The Property Damaged or the cost of repairing or re-instating the Damage whichever is the least. If only part of the Property suffers Damage we will not pay more than the value of that part actually Damaged regardless of whether it affects the value of other parts of the Property
- 3) If at the time of any Damage the total value of the Property in or on any one Vehicle exceeds the Vehicle Limit we will not pay more than the proportion of the claim that the Vehicle Limit bears to the total value of Property in or on the Vehicle

High risk and Thief Attractive Property Event Limit

The Event Limit for

- 1) High Risk Property is £10,000 or any lesser limit stated in the appendix
- 2) theft of Thief Attractive Property is £50,000 or any lesser limit stated in the appendix

The Event Limit for Thief Attractive Property will not apply provided You can prove to Our satisfaction that neither You nor any employee had any means of knowing that such Thief Attractive Property was being carried handled or warehoused

Language

The contractual terms conditions exclusions and other information relating to this Policy will be in the English language

Other insurance

If at the time of any claim there is or but for the existence of this Section there would be any other insurance covering Your interest in or liability for the Property and or Transportation Equipment the indemnity will only apply in respect of any amount beyond that which would have been payable under such other insurance had this Section not been in force

Parties insured

Where the insured stated in the appendix 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 this contract of insurance namely Us and the parties named in the appendix being jointly insured

Premium Payment

We will not make any payment under this Policy unless You have paid the premium

Reasonable Care

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

You must ensure that You

1. take all reasonable care to prevent or minimise any circumstances or to cease any activity which may cause Damage accident or Injury
2. maintain the business Premises machinery equipment and furnishings in a good state of repair
3. exercise care in the selection and supervision of Employees
4. comply with all relevant statutory requirements manufacturers recommendations and other regulations relating to the use inspection and safety of Property and the safety of persons
5. make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require

Sanction Limitation and Exclusion

We shall not be liable to pay any claim or provide any benefit under any insurance cover or extension to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Subcontractors

If Vehicles of Subcontractors are stated in the appendix

- 1) we agree to cover Property and Transportation Equipment entrusted to a Subcontractor provided the Subcontractor has agreed in writing
 - 1.1) to accept no less liability than You have and
 - 1.2) to fully indemnify You for all Damage

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

- 2) the indemnity provided by this Section will not be prejudiced if You fail to secure the written agreement of a Subcontractor to accept liability and to indemnify You in accordance with 1) above provided that You can prove to Our satisfaction that
 - 2.1) at the time of the Damage You had established procedures for doing so and
 - 2.2) all employees had been instructed in writing to follow such procedures and any failure to do so was due to an error
- 3) the benefit of this Section will in no circumstances whatsoever pass to any Subcontractor and or successive Subcontractor or their insurers

Subrogation

Anyone making a claim under this Policy must at Our request and expense do everything We reasonably require to enforce a right or remedy or obtain relief or indemnity from other parties to which We will become entitled or subrogated because of payment for or making good accident Damage or Injury

We may require You to carry out such actions before or after We make any admission of or payment of a claim

Subjectivity

If this Policy has been issued or renewed subject to the following requirements

1.
 - a. You providing Us with any additional information requested
 - b. You completing any actions agreed between You and Us
 - c. You allowing Us to complete any actions agreed between You and Us

by the required date(s)

2. You allowing Us access to the Premises Your contract sites and or the Business to carry out survey(s) within 60 days of the inception or renewal date, unless We agree otherwise in writing
3. You complying with all survey risk improvements to make alterations to the Premises or contract sites by the required date(s)

and You do not complete these requirements by the required date(s) then We may at Our absolute discretion

- a. modify the premium
- b. issue a mid-term amendment to the Policy or Section terms Conditions and Exceptions
- c. exercise Our right to cancel the Policy
- d. leave the Policy or Section terms Conditions and Exceptions and the 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 If the premium terms or conditions are amended by Us then You will have fourteen (14) days to accept or reject the revised basis of indemnity

If You elect to reject the revised basis of premium terms and conditions then You shall be entitled to a proportionate refund of premium for the unexpired period of cover provided that no claim has been made during the current Period of Insurance

If We exercise Our right to cancel the Policy then You shall be entitled to a proportionate refund of premium for the unexpired period of cover provided that no claim has been made during the current Period of Insurance

To the extent that this Condition conflicts with any other cancellation condition then this Condition shall prevail

Except in so far as they are expressly varied by this Condition all of the terms, conditions exclusions and limits of this Policy and of the Sections of the Policy shall continue to apply until We advise You otherwise

Your Cover

We will indemnify You for Damage to Property occurring within the territorial limits stated in the appendix during any Period of Insurance whilst Property is being loaded onto carried by or off loaded from any Methods of Transit stated in the appendix or temporarily housed in the ordinary course of Transit on or off any such Methods of Transit where Your liability exists

- 1) under the contract conditions stated in the appendix
- 2) at common law if such contract conditions have been incorporated into the contract with Your customer but cannot be enforced
- 3) under a contract for carriage of Property by road excluding any contract which is subject to CMR where You
 - 3.1) do not use contract conditions and or do not wish to restrict Your liability for Damage to common law
 - 3.2) use contract conditions but do not wish to restrict liability for Damage by application of their terms

and where Full Responsibility is stated in the appendix

We will not

- 1) indemnify You beyond Your liability under any applicable International Convention
- 2) pay claims for Property in the course of a household office factory or similar removal

Limit of Liability

Our liability under this Subsection in respect of all claims arising out of any one Event will not exceed any Limit(s) stated in the appendix as the Subsection Limit of Liability or the Section Total Sum Insured whichever is the less any one Period of Insurance and or any Limit stated in any Extension irrespective of the number of parties claiming under this Subsection

Extensions

The terms Conditions and Exclusions of this Policy and or Section apply to these Extensions

Where no Limit or maximum liability is stated in the Extensions the Subsection or Section Limit of Liability applies

Drivers' personal effects

We will at Your request indemnify the driver of any Vehicle owned or operated by You stated in the Road Haulage Section of the appendix for Damage to clothing and personal effects incurred while such driver is engaged in Your business provided that

- 1) the Event Limit applicable to this extension is £500
- 2) the Excess applicable to this extension is £100
- 3) We will not pay claims for
 - 3.1) Damage caused by or arising from wear and tear
 - 3.2) theft of unattended personal effects unless evidenced by forcible and violent entry to the Vehicle
 - 3.3) mobile telephones and prepaid telephone cards laptop computers personal computers game consoles and documents watches jewellery of every description and money
 - 3.4) personal effects that are insured under a household insurance

Lien

We will indemnify You for Damage to Property in respect of which You have properly exercised a lien provided that

- 1) Damage occurs within the territorial limits stated in the appendix during any Period of Insurance while the Property is being loaded upon carried by or unloaded from any Vehicle stated in the appendix
- 2) We will not pay more than £50,000 or
 - 2.1) the Vehicle Limit
 - 2.2) the amount of the debt properly the subject of the lien
 - 2.3) the value of the Property

whichever is the less

- 3) In addition to the Section and Policy Exclusions We will not pay claims for
 - 3.1) Damage arising as a result of packing which was inadequate to withstand normal handling during Transit
 - 3.2) Damage caused by or arising from inherent vice
 - 3.3) wear and tear
 - 3.4) mechanical electrical or electronic breakdown failure or derangement

Own Property

We will indemnify You by payment or at Our option repair reinstate or replace any Damage to Your Property occurring within the territorial limits stated in the appendix during the Period of Insurance whilst being loaded upon carried by or unloaded from any Vehicle owned or operated by You as stated in the appendix provided that

- 1) The Vehicle Limit under this Extension is £10,000
- 2) If at the time of any Damage the value of Own Property 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
- 3) In addition to the Section and Policy Exclusions We will not pay claims for
 - 3.1) Damage arising as a result of packing which was inadequate to withstand normal handling during Transit
 - 3.2) Damage caused by or arising from inherent vice
 - 3.3) wear and tear
 - 3.4) mechanical electrical or electronic breakdown failure or derangement
 - 3.5) Damage to mobile telephones Trailers and or Containers
 - 3.6) Property carried for reward

Removal of debris

We will indemnify You for costs and expenses as a direct result accident or overturning of the Vehicle incurred with Our prior consent in respect of

- 1) Removing debris and or site clearance
- 2) Transhipment and or recovery charges for the Property

The maximum We will pay is £10,000 for any one Event

Warehouse Keepers Liability

Insurance Provided

We will indemnify You for Damage to Property occurring during any Period of Insurance whilst warehoused in a building at any location address stated in the appendix where Your liability exists

- 1) under the contract conditions stated in the appendix
- 2) at common law if such contract conditions have been incorporated into the contract with Your customer but cannot be enforced

We will not pay claims for unexplained discrepancies between Your records and those of Your customer or unexplained shortage discovered during stocktaking or inventory check

Limit of liability

Our liability under this Subsection in respect of all claims arising out of any one Event will not exceed any Limit(s) stated in the appendix as the Subsection Limit of Liability or the Section Total Sum Insured whichever is the less any one Period of Insurance and or any Limit stated in any Extension irrespective of the number of parties claiming under this Subsection

Extensions

The terms Conditions and Exclusions of this Policy and or Section apply to these Extensions

Where no Limit or maximum liability is stated in the Extensions the Subsection or Section Limit of Liability applies

Lien

We will indemnify You for Damage to Property in respect of which You have properly exercised a lien provided that

- 1) such Damage occurs while the Property is being warehoused at any location address stated in the appendix for a period not exceeding 14 days during any Period of Insurance
- 2) We will not pay more than £50,000 or
 - 2.1) the Location Limit or
 - 2.2) the amount of the debt properly the subject of the lien or
 - 2.3) the value of the Property

whichever is the less

- 3) the indemnity provided by this Extension is restricted to Damage caused by or arising from
 - 3.1) fire
 - 3.2) explosion
 - 3.3) water Damage
 - 3.4) persons gaining entry to or exit from the warehouse building at any location address(es) stated in the appendix by violent and forcible means

Freight Forwarding

Insurance Provided

We will indemnify You for Damage to Property occurring within the territorial limits stated in the appendix during any Period of Insurance whilst Property is being loaded onto carried by or off loaded from any Conveyance or temporarily housed in the course of Transit on or off any such Conveyance where Your liability exists

- 1) under the contract conditions stated in the appendix
- 2) at common law if such contract conditions have been incorporated into the contract with Your customer but cannot be enforced
- 3) under International Conventions or Statutes if stated in the appendix

We will not pay claims in respect of liability incurred under International Conventions or Statutes where You have specifically contracted under any such International Convention or Statute

Limit of liability

Our liability under this Subsection in respect of all claims arising out of any one Event will not exceed any Limit(s) stated in the appendix as the Subsection Limit of Liability or the Section Total Sum Insured whichever is the less any one Period of Insurance and or any Limit stated in any Extension irrespective of the number of parties claiming under this Subsection

Extensions

The terms Conditions and Exclusions of this Policy and or Section apply to these Extensions

Where no Limit or maximum liability is stated in the Extensions the Subsection or Section Limit of Liability applies

Lien

We will indemnify You for Damage to Property in respect of which You have properly exercised a lien provided that

- 1) Damage occurs within the territorial limits stated in the appendix during any Period of Insurance while the Property is being loaded upon carried by or unloaded from any Conveyance

- 2) We will not pay more than £50 ,000 or
 - 2.1) the Conveyance Limit
 - 2.2) the amount of the debt properly the subject of the lien 2.3) the value of the Property

whichever is the less

- 3) in addition to the Section and Policy Exclusions We will not pay claims for
 - 3.1) Damage arising as a result of packing which was inadequate to withstand normal handling during Transit
 - 3.2) Damage caused by or arising from inherent vice
 - 3.3) wear and tear
 - 3.4) mechanical electrical or electronic breakdown failure or derangement

Optional Extensions

The following Extensions apply when stated to be insured in the Subsection appendix

The terms Conditions and Exclusions of this Policy and or Section and Subsection apply to these Extensions

Where no Limit or maximum liability is stated in the Extensions the Subsection or Section Limit of Liability applies

Cabotage

We will indemnify You for liability under the mandatory national laws of any country within the territorial limits stated in the appendix excepting the British Isles where the Property is collected carried and delivered solely within the borders of that country provided that

- 1) such liability attaches irrespective of any contract or agreement
- 2) We will not pay more than the Event Limit stated in the appendix for this Extension
- 3) if at the time of any Damage Your liability for such Property while contained in or on any Vehicle exceeds the Vehicle Limit or 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

Deterioration

Does not apply to Property while being carried in a temperature or humidity controlled Vehicle or Container

Trailers

We will indemnify You for Damage to Trailers belonging to You or for which You are responsible provided that

- 1) We will not pay claims for
 - 1.1) wear and tear gradual and natural deterioration scratching bruising or denting
 - 1.2) mechanical electrical or electronic breakdown failure or derangement
 - 1.3) Damage to tyres by punctures cuts bursts or the application of brakes
- 2) We will not pay more for any one Trailer than the amount stated in the Subsection appendix for this Extension
- 3) if not if at the time of any Damage the value of any one Trailer or the total value of all Trailers belonging to You or for which You are responsible exceeds the respective amounts stated in the appendix for this Extension then You will be considered as being Your own insurer for the difference and shall bear a Proportionate share of the claim accordingly

Where no Limit or maximum liability is stated in the Extensions the Subsection or Section Limit of Liability applies

Errors and omissions

- 1) We will indemnify You for Your liability under
 - 1.1) the contract conditions stated in the appendix
 - 1.2) common law if such contract conditions have been incorporated into the contract with Your customer but cannot be enforced

in respect of any claim or claims which may be made against You during the Period of Insurance for breach of duty by reason of any negligent act negligent error or omission arising out of failure to comply with instructions faulty arrangements or clerical errors committed by You or Your predecessors any employee or Subcontractor in the conduct of Your business as road hauliers freight forwarders and or warehousekeepers provided that

- a) the corresponding Subsection is stated in the appendix
 - b) where You notify Us of circumstances occurring during the Period of Insurance that may result in a claim under this Extension any resulting claim shall be dealt with under this Extension as if it had been made against You during such Period of Insurance
- 2) In addition to Section and Policy Exclusions We will not indemnify You under this Extension in respect of claims made against You
- 2.1) where You have agreed to accept Full Responsibility for the transaction giving rise to the claim
 - 2.2) for any liability for Damage other than misdelivery
 - 2.3) brought about or contributed to by fraudulent criminal or malicious act or omission by You or Your predecessors any employee or any Subcontractor
 - 2.4) for any liability for the charter of the whole or part of any vessel or aircraft
 - 2.5) resulting from Your insolvency bankruptcy and or cessation of trading
 - 2.6) resulting from Your inability to pay or collect accounts other than accounts that You may be required to pay or collect on behalf of any customer goods owner or principal contractor
 - 2.7) resulting from Your failure to comply with instructions to effect insurance
 - 2.8) made by any central or local government or agency of such government for Your liability to them for duty taxes fines or penalties
 - 2.9) arising from the breach of any obligation owed by You as employer to any employee or former employee
 - 2.10) for the consequence of any circumstances known to You at the inception of this Extension that might reasonably have been expected to result in a claim
 - 2.11) for defamation libel or slander

Packing

Exclusions 5) is cancelled and replaced by the following -

- 5) Damage or liability caused by or arising from a process where You have contracted to undertake any such process

Your Benefits

These Extensions apply to Freight Liability Section Subsections - 1, 3 and 4 when the respective Subsection is stated to be insured in the appendix unless We state otherwise by endorsement

The terms Conditions and Exclusions of this Policy or Section and Subsection apply to these Extensions

Where no Limit or maximum liability is stated in the Extensions the Subsection or Section Limit of Liability applies

Containers

We will indemnify You against liability for Damage to Containers for which You are responsible provided We will not pay claims for

- 1) more than £50,000 for any one Container
- 2) wear and tear gradual deterioration scratching bruising or denting
- 3) mechanical electrical or electronic breakdown failure or derangement
- 4) 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

Consequential loss

We will indemnify You against liability for financial loss consequent upon

- 1) Damage to Property provided that Our liability for such Damage has been admitted as covered under this Section
- 2) accidental delay in delivering or releasing Property excluding failure to meet a specific delivery or release date or time agreed by You

provided that

- a) the Event Limit applicable to this Extension is £250,000

- b) We will not pay claims under this Extension unless You contracted in terms which either excluded liability for such financial loss or limited liability for such financial loss to an amount not exceeding twice the charges received by or due to You for the carriage handling or warehousing of the Property which has suffered Damage
- c) We will not pay claims under this Extension for financial loss consequent upon Damage to goods or merchandise not being carried handled or warehoused by You

General average and salvage charges

We will indemnify You against liability for General Average and Salvage Charges payable according contract of affreightment

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 stated in the appendix into the contract with the customer provided that

- 1) You intended to trade under such contract conditions and took reasonable steps to notify customers of their application and
- 2) 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

When Policy Optional Extensions Errors and omissions is stated to be operative in the appendix this Extension also applies

Third Party Trailers and Containers

Containers & Trailers (not owned, hired or leased; negligent loss/Damage only.)

For loss of or Damage to Containers, Trailers and flats (but not demountable bodies) for which You are legally responsible to the extent of Your liability, provided they are not owned, hired or leased by You, nor any such Goods for which You have accepted responsibility under contract. Limit not to exceed £50,000 per Container, Trailer or flat.

Excluding the first £250 of each and every claim. Excluding wear, tear and depreciation and Damage to tyres by cuts, punctures and braking.

Claims Conditions additional to the Policy Conditions

Claims (action by You)

It is a condition precedent to Our liability to indemnify You in relation to any claim under this Freight Liability Section that You will

- 1) give immediate notice to Us of any circumstance which may give rise to a claim under this Section with full particulars of such Event
- 2) give immediate notice to the police of any incidents of theft and or malicious Damage
- 3) take all reasonable steps to hold responsible any party who has or may have a liability in respect of any claim under this Section including the giving of written notice in due time and ensuring that any time limit is protected
- 4) provide all additional information We may require within the reasonable time stipulated by us
- 5) forward to Us unanswered any claim form summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto
- 6) send to Us a detailed claim in writing and supply copies of correspondence or such further particulars as may be reasonably required by us

Failure to notify Us immediately will not prejudice the claim provided that

- a) at the date We received notification the Insurance had not lapsed or been cancelled and
- b) notification was received by Us within three months of the date that the claim was made against You or when You first became aware of the circumstances or incident or Event and the delay in notification has not in Our opinion prejudiced the investigation defence or mitigation of the claim and
- c) You accept Our terms for continuation of the Section if the delay in notification has in Our opinion prejudiced renewal or the underwriting of the Section

Claims (discharge of liability)

We may at any time at Our sole discretion pay to You the Limit of Liability applicable (less any sum or sums already paid in respect or in lieu of Damages) or any lesser sum for which the claim or claims against You can be settled and We shall not be under any further liability in respect of such claim or claims except for other costs and expenses for which We may be responsible incurred prior to such payment

Claims notification

To enable Us to consider any claim promptly and efficiently You should immediately notify Your insurance advisor of an impending claim and supply the following documents

- 1) all correspondence received and exchanged with third parties Subcontractors and bailees
- 2) claim invoice
- 3) collection note and delivery receipt
- 4) Your written details of the Event giving rise to the loss and the particulars of the claim
- 5) confirmation of the contract conditions applicable for carriage or trading

Subrogation

You at Our request and expense will do everything that We reasonably require to

- 1) enforce a right or remedy
- 2) obtain relief or indemnity

from any other party to which We will become entitled to recover under subrogation as a result of any payment made

We may require You to carry out such actions before or after making any admission of liability or payment of a claim

Exceptions

Each Section of the Policy contains exceptions and must be read in conjunction with the following General Policy Exceptions which apply to all Sections unless otherwise stated

We will not pay claims for

- 1) Damage to or Your liability for
 - 1.1) documents business records money or Property of a similar nature
 - 1.2) Trailers other than while being carried on a Vehicle for reward
 - 1.3) Property being towed other than on a Trailer
 - 1.4) Property stored at a rental or under a contract for storage and distribution or otherwise upon request except as provided for under Subsection Static Risks if stated in the appendix
 - 1.5) Damage or injury to or death disease or illness of any person or living creature
 - 1.6) natural deterioration
- 2) Damage to Property caused by or arising from any change in temperature or humidity unless caused by fire and or theft or attempted theft or as a direct result of accident or overturning of the Vehicle
- 3) loss of market or loss of profits delay or any consequential loss of any nature whatsoever and howsoever arising except as stated under Extensions Consequential Loss
- 4) Damage liability or expense of whatsoever nature caused by or contributed to by or arising from
 - 4.1) War invasion Terrorism act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power and any action taken in controlling preventing suppressing or in any way relating to the aforementioned
 - 4.2) nationalisation confiscation requisition or Damage by order of any government or other officials or authorities
 - 4.3) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 4.4) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter
 - 4.5) the radioactive toxic explosive or other hazardous or contaminating properties of any
 - a) nuclear installation nuclear reactor or other nuclear assembly or nuclear component thereof
 - b) 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
 - 4.6) any chemical biological biochemical or electromagnetic weapon
- 5) Damage or liability caused by or arising from faulty packing or process where You have contracted to pack or to undertake any such process
- 6) liability caused by or arising from the exercise by You of a Lien whether contractual or otherwise except as stated under Extensions
- 7) Damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- 8) Damage liability or expense of whatsoever nature directly or indirectly caused by or arising from
 - 8.1) the Failure Of A System
 - 8.2) the malicious partial or total destruction distortion erasure corruption alteration misinterpretation or misappropriation of electronic data
 - 8.3) malicious creation amendment input or use of electronic data
 - 8.4) malicious acts resulting in total or partial inability or failure to receive send access or use electronic data (for any time or at all)
 - 8.5) the taking of or failure to take any corrective or other action in connection with 8.1) to 8.4) above
- 9) the Excess amount stated in the appendix



Arch UK Regional Division

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