

# Hauliers Policy Wording

Underwritten by the International Insurance Company of Hannover Ltd

## Introduction

The Underwriters agree in consideration of payment of the Premium to provide insurance in accordance with the terms of this Insurance.

The Proposal or Statement of Fact shall be incorporated in and form the basis of this Insurance.

**Please examine this document and the schedule and return it immediately if it does not meet your requirements. All communications should be addressed to your broker or agent.**

### Note

Underwriters recommend that you retain details of your Employers Liability Certificates in case you are required to provide evidence of such insurance

## Definitions

Wherever the following words and phrases appear they will always have these meanings –  
For the purpose of this Policy:

### Insured

The person, persons or company named in the schedule

### Business

The Business stated in the schedule conducted by the Insured at or from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man including

- (a) the provision and management of sports social or welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services
- (b) private work undertaken with the prior consent of the Insured by Employees for any director or senior official of the Insured
- (c) the ownership maintenance and repair of such premises within such territories.

### Underwriters

International Insurance Company of Hannover Ltd

### Employee

- (a) any person under a contract of service or apprenticeship with the Insured
  - (b) any person who is hired to or borrowed by the Insured
  - (c) any person engaged in connection with a work experience or training scheme
  - (d) any labour master or person supplied by him
  - (e) any person engaged by labour only sub-contractors
  - (f) any self-employed person working on a labour only basis under the control or supervision of the Insured
  - (g) any voluntary helper
- while working for the Insured in connection with the Business.

## **Injury**

Bodily injury death disease illness or nervous shock.

## **Offshore**

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform.

## **Insurance or Policy**

The Policy and schedule and any endorsements attached or issued.

## **Proposal or Statement of Fact**

The signed Proposal or Statement of Fact and declaration and any additional information supplied to the Underwriters by or on behalf of the Insured.

## **Territorial Limits**

- (a) Great Britain Northern Ireland the Channel Islands or the Isle of Man other than Offshore
- (b) elsewhere in the world other than Offshore in connection with temporary visits undertaken in the course of the Business by any person normally resident in the territories described in (a) above.

## **Terrorism**

An act whether involving violence or the use of force or not or the threat or the preparation thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which is designed to or does intimidate or influence a de jure or de facto government

or

the public or a section of the public

or

disrupt any segment of the economy

and

from its nature or context is done in connection with political social religious ideological or similar causes or objectives.

## **Interpretation**

### **Additional Persons Insured**

- 1 In the event of the death of any person entitled to indemnity under this Insurance the Underwriters will indemnify in the terms of this Insurance the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
2. At the request of the Insured the Underwriters will indemnify in the terms of this Insurance
  - (a)
    - (i) any principal in respect of liability arising out of the performance by the Insured of any agreement entered into by the Insured with the principal to the extent required by such agreement
    - (ii) any director of the Insured or Employee in respect of liability arising in connection with the Business provided that the Insured would have been entitled to indemnity under the Insurance if the claim had been made against the Insured
  - (b)
    - (i) any officer committee or member of the Insured's canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
    - (ii) any director or senior official of the Insured in respect of private work undertaken by any Employee for such director or senior official

Provided that

- each person shall as though they were the Insured observe fulfil and be subject to the terms of this Policy in so far as they can apply
- the Underwriters shall retain the sole conduct and control of all claims
- where the Underwriters are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not exceed the Limit of Indemnity.

## Section 1 Employers Liability

### Indemnity

The Underwriters will indemnify the Insured against all sums that the Insured shall become legally liable to pay as damages together with costs and expenses shown below in respect of Injury sustained within the Territorial Limits during the period of Insurance by any Employee arising out of their employment by the Insured in the course of the Business.

### Limit Of Indemnity

The liability of the Underwriters under this Section for damages costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured arising out of one event shall not exceed the amount stated in the schedule.

Costs and expenses shall be deemed to mean -

- 1 costs and expenses of claimants for which the Insured is legally liable
- 2 other costs and expenses incurred with the Underwriter's written consent in respect of any claim which may be the subject of indemnity under this Section
- 3 solicitors' fees incurred with the Underwriter's written consent for
  - (a) defence in any Court of Summary Jurisdiction of any proceedings brought against the Insured in respect of breach or alleged breach of any statutory duty resulting in Injury
  - (b) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death

which may be the subject of indemnity under this Section

- 4 The Underwriters will indemnify the Insured and if the Insured so requests any partner director or Employee of the Insured in the terms of this Section in respect of costs and expenses incurred with the Insurer's written consent up to a limit of £50,000 in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health & Safety at Work etc. Act 1974 or Health and Safety at Work (Northern Ireland) Order 1978 alleged to have been committed during the Period of Insurance in connection with the Business

provided that

- (a) the proceedings relate to the health safety or welfare of Employees
- (b) the Underwriters shall have the absolute conduct and control of all the said proceedings
- (c) this section does not cover
  - (i) fines or penalties of any kind
  - (ii) proceedings or appeals in respect of any deliberate act or omission
  - (iii) costs and expenses insured by any other Policy or insurance.

- 5 Corporate Manslaughter Legal Defence Costs Extension

Subject to the written consent and the control of the Underwriters and subject to all other Conditions and Exclusions applicable to this Policy the indemnity provided under this Policy is extended to indemnify the Insured and if the Insured so requests any Employee or director or partner of the Insured in respect of legal costs incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of manslaughter or culpable homicide or alleged manslaughter or culpable homicide including a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 and any

amending and or subsequent legislation provided that an offence is alleged to have been committed during the Period of Insurance and in the course of the Business.

The maximum amount payable under this Extension shall not exceed £1,000,000 in all during any one Period of Insurance.

This Extension shall not apply:

- (a) to fines or penalties of any kind or the cost of implementing any remedial order or publicity order
- (b) where indemnity is provided by any other Insurance
- (c) to proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission

## **Exclusions - applicable to Section 1**

### **1 Radioactive Contamination**

So far as concerns the liability of any principal or liability assumed by the Insured under agreement and which would not have attached in the absence of such agreement this Section shall not apply to any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### **2 Vehicles**

This Section does not provide an indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act legislation.

## **Limitations - applicable to Section 1**

### **1 War and Terrorism**

The Underwriters will not provide an indemnity for War or Terrorism except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees in which case a limit of indemnity of £5,000,000 shall apply.

### **2 Asbestos**

The Underwriters will not provide an indemnity arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees in which case a limit of indemnity of £5,000,000 shall apply.

## Section 2 Public Liability

### Indemnity

The Underwriters will indemnify the Insured against all sums that the Insured shall become legally liable to pay as damages and costs and expenses of claimants in respect of accidental

- (a) Injury to any person
- (b) loss of or damage to material property
- (c) nuisance or trespass obstruction loss of amenities or interference with any right of way light air or water
- (d) wrongful arrest detention imprisonment or eviction of any person or invasion of the right of privacy occurring within the Territorial Limits during the Period of Insurance and happening in connection with the Business.

### Limit of Indemnity

The liability of the Underwriters for all damages payable to any claimant or number of claimants as a result of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the amount stated in the schedule for any one event.

### Costs

The Underwriters will in addition

- 1 pay all other costs and expenses incurred with its written consent in respect of any claim which may be the subject of indemnity under this Section
- 2 pay Solicitors fees incurred with its written consent for
  - (a) defence in any Court of Summary Jurisdiction of any proceedings brought against the Insured in respect of breach or alleged breach of any statutory duty resulting in Injury
  - (b) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death which may be the subject of indemnity under this Section
- 3 indemnify the Insured and if the Insured so requests any partner director or Employee of the Insured in the terms of this Section in respect of costs and expenses incurred with the Underwriters written consent up to a limit of £50,000 in connection with criminal proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 alleged to have been committed during the Period of Insurance in connection with the Business

provided that

- (a) the proceedings relate to the health and safety or welfare of persons other than an Employee
  - (b) the Underwriters shall have the absolute conduct and control of all the said proceedings and appeals
  - (c) this section does not cover
    - (i) fines or penalties of any kind
    - (ii) proceedings or appeals in respect of any deliberate act or omission
    - (iii) costs and expenses insured by any other policy or insurance
- 4 indemnify the Insured in respect of legal costs and expenses incurred with the Underwriter's written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of the Consumer Protection Act 1987 provided that
  - (a) the proceedings relate to an offence alleged to have been committed in the course of the Business during the period of Insurance
  - (b) the Underwriters will not indemnify the Insured in respect of
    - (i) fines or penalties
    - (ii) costs and expenses insured by any other policy or insurance.

## 5 Corporate Manslaughter Legal Defence Costs Extension

Subject to the written consent and the control of the Underwriters and subject to all other Conditions and Exclusions applicable to this Policy the indemnity provided under this Policy is extended to indemnify the Insured and if the Insured so requests any Employee or director or partner of the Insured in respect of legal costs incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of manslaughter or culpable homicide or alleged manslaughter or culpable homicide including a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 and any amending and or subsequent legislation provided that an offence is alleged to have been committed during the Period of Insurance and in the course of the Business

The maximum amount payable under this Extension shall not exceed £1,000,000 in all during any one Period of Insurance.

This Extension shall not apply:

- (a) to fines or penalties of any kind or the cost of implementing any remedial order or publicity order
- (b) where indemnity is provided by any other Insurance
- (c) to proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission

## Exclusions - applicable to Section 2

The indemnity will not apply to legal liability

### 1 Injury to Employees

in respect of Injury to any Employee.

### 2 Property under Insured's Control

in respect of Damage to property

- (a) belonging to the Insured
- (b) in the custody or under the control of the Insured or any Employee other than personal effects (including vehicles and their contents) of any visitor director or Employee of the Insured.

### 3 Aviation and Craft

arising out of

- (a) work in or on aircraft
- (b) work in or on airport or aerodrome runways manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access
- (c) the ownership possession or use by or on behalf of the Insured of any
  - (i) aircraft
  - (ii) watercraft (other than watercraft not exceeding 20 feet in length or any hand-propelled boat or pontoon).

### 4 Vehicles

arising out of the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle or trailer attached thereto in circumstances where compulsory insurance or security is required or where insurance is provided by another policy or insurance.

### 5 Liability under Agreement

assumed by the Insured under agreement unless the conduct and control of claims is vested in the Underwriters but indemnity shall not in any event apply to liquidated damages fines or penalties.

## **6 War and Terrorism**

this insurance shall not provide indemnity in respect of liability directly or indirectly occasioned by happening through or in consequence of war invasion acts of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection acts of military or terrorism or usurped power or confiscation or nationalisation or requisition

## **7 Radioactive Contamination**

of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous properties of an explosive nuclear assembly or nuclear component thereof.

## **8 Fungus, Mould and Mildew**

The Underwriters shall not indemnify the Insured under this Section against

- 1 Damages, direct or consequential, on account of "bodily injury", "property damage", "personal or advertising injury", or "medical payments" arising out of, resulting from, caused by, contributed to, or in any other way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
2. Any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
- 3 Any obligation or duty to defend any actions on account of "bodily injury", "property damage", "personal or advertising injury", or "medical payments", arising out of, resulting from, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens.

Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

For purposes of this exclusion, "bodily injury" shall include mental anguish, mental injury and/or emotional distress.

All other terms and conditions of this insurance remain unchanged.

## **9 Asbestos**

arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

## **Exclusion and Limitation Clause – applicable to Section 2**

### **Pollution or Contamination**

- 1 This Section excludes all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

- 2 The liability of the Underwriters for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Indemnity
- 3 For the purpose of this Endorsement "Pollution or Contamination" shall be deemed to mean

- (a) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere or other tangible property  
and
- (b) all loss or damage or injury directly or indirectly caused by such Pollution or Contamination.

## Extensions

### 1 Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the Underwriters in connection with a claim in respect of which the Insured is entitled to indemnity under this Insurance the Underwriters will provide compensation to the Insured at the following rates per day for each day on which attendance is required.

- (a) any director or partner of the Insured                   £250
- (b) any Employee   £100

### 2 Rented Premises

Exclusion 2 (b) of Section 2 shall not apply to premises leased let rented hired or lent to the Insured provided that the indemnity will not apply to legal liability in respect of

- (a) loss or damage arising under agreement unless liability would have attached to the Insured in the absence of such agreement
- (b) loss of or damage to premises caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by or on behalf of the Insured
- (c) the excess shown on the schedule for each and every occurrence of loss or damage caused otherwise than by fire or explosion.

### 3 Defective Premises Act

Legal liability in respect of Injury loss or damage arising solely by reason of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of any premises previously owned for purposes pertaining to the Business and since disposed of by the Insured is included within the terms of the indemnity provided by Section 2 of this Insurance but indemnity will not apply if the Insured is entitled to indemnity under any other insurance.

### 4 Contingent Motor Liability

Notwithstanding Exclusion 4 of Section 2 the Underwriters will indemnify the Insured against legal liability in respect of Injury loss or damage arising out of the use in connection with the Business of any motor vehicle not owned or provided by the Insured

The indemnity will not apply to legal liability

- (a) in respect of loss or damage to any such vehicle or to goods conveyed therein or thereon
- (b) in respect of Injury loss or damage arising while such vehicle is being
  - (i) driven by the Insured
  - (ii) driven with the general consent of the Insured or of their representative by any person who to the knowledge of the Insured or their representative does not hold a licence to drive a vehicle unless such person has held and is not disqualified from holding such a licence
  - (iii) used elsewhere than in Great Britain Northern Ireland the Channel Islands or the Isle of Man
- (c) in respect of which the Insured is entitled to indemnity under any other insurance.

### 5 Cross Liabilities - applicable To Section 2

If more than one Insured is referred to in the schedule this Insurance shall apply to each one as if a separate policy had been issued to each provided that the total amount of indemnity payable to all parties in respect of damages shall not exceed the Limit of Indemnity.

## Fire Precautions Condition - applicable to Section 2

### 1 Fire Precautions

It is a condition precedent to indemnity under this Section that in respect of use away from the Insured's premises of any heat, cutting equipment or angle grinder, for the purpose of emergency repairs to vehicles and trailers, suitable fire extinguishing appliances to be made available for immediate use at the point of work.

## Conditions - applicable to Sections 1 & 2

### 1 Observance Of Terms

It is a condition precedent to any liability on the part of the Underwriters under this Policy that the terms hereof so far as they relate to anything to be done or complied with by the Insured shall be duly and faithfully observed.

- (a) The Insured shall give immediate notice to the Underwriters of any alteration in risk which materially affects this insurance
- (b) This Insurance is calculated on the number of haulage vehicles declared by the Insured at inception and subsequent renewals of the Insurance  
In the event of a loss occurring the Insured may be required to provide evidence that these declarations were correct at the time they were made
- (c) This Insurance shall be voidable in the event of misrepresentation misdescription or nondisclosure in any material particular

### 2 Reasonable Precautions

The Insured shall

- (a) take all reasonable precautions to prevent occurrences which may give rise to liability under this Insurance
- (b) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority
- (c) forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.

### 3 Notification Of Claims

In the event of any occurrence which may give rise to a claim under this Policy the Insured shall immediately

- (a) give written notice with full particulars to the Underwriters
- (b) forward to the Underwriters upon receipt every letter claim writ summons or process
- (c) notify the Underwriters of any knowledge of impending prosecution inquest fatal accident or ministry enquiry
- (d) notification of any of the above to be made to Underwriters via Bluefin Insurance Services Limited.

### 4 Claims Control

- (a) No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Underwriters
- (b) The Underwriters shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claim for indemnity or damages or otherwise
- (c) The Underwriters shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- (d) The Insured shall give all information and assistance the Underwriters may require.

### 5 Discharge Of Liability

The Underwriters may pay the Limit of Indemnity or any lesser sum for which any claim or claims against the Insured can be settled and the Underwriters shall be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment.

**6 Other Insurances**

The Underwriters will not indemnify the Insured in respect of liability which is insured by or would but for the existence of this Insurance be insured by any other policy or insurance except in respect of any excess beyond the amount payable under such other policy or insurance which would have been payable under such other policy or insurance had this insurance not been effected.

**7 Cancellation**

The Underwriters may cancel this Insurance on giving thirty days notice by registered post to the Insured at their last known address. This termination shall be without prejudice to any rights or claims of the Insured or the Underwriters prior to the expiration of the notice.

**8 Fraud**

If a claim is fraudulent in any respect or fraudulent means are used by the Insured or by anyone acting on their behalf to obtain any benefit under this Insurance all benefit under this Insurance shall be forfeited.

**9 Right of Recovery – applicable to Section 1**

This Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain Northern Ireland the Channel Islands or the Isle of Man but the Insured shall repay to the Underwriters all sums paid by the Underwriters which the Underwriters would not have been liable to pay but for the provisions of such law.

**10 Choice of Law**

This policy and any endorsements thereto shall be governed and construed in accordance with the laws of England and Wales, unless specifically agreed to the contrary, and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales and to comply with all the necessary requirements to give such courts jurisdiction.

**11 Contracts (Rights of Third Parties) Act 1999 Clarification Clause**

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

## Customer Service Information

### Notice to the Insured

Any enquiry or complaint should be addressed in the first instance to your Broker. If you are not satisfied with the way your complaint has been dealt with you may ask the Complaints Department to review your case without prejudice to your rights in law. Their address is:

The Complaints Office,  
Bluefin Insurance Services Limited.  
Kings Court  
Newmarket  
Suffolk  
CB8 7SG

We will acknowledge your complaint within five working days and advise you of the name and title of the person who is handling your complaint.

We will deal with your complaint as quickly as possible and aim to provide you with a formal response within twenty working days of receipt of the complaint. If compensation or redress is appropriate we will provide details with our response. If we feel your complaint is not justified full reasons for our decision will be provided to you.

If we are unable to resolve your complaint within twenty working days we will write to you and explain why we have been unable to resolve the issue. We will also advise you when you can expect to receive our final response.

If you are not satisfied, you may contact the Underwriters' Compliance Officer at:

International Insurance Company of Hannover Ltd  
L'Avenir  
Opladen Way  
Bracknell  
Berkshire  
RG12 0PE

T: 01344 397 600

F: 01344 397 601

If you remain dissatisfied you have the option of contacting the Financial Ombudsman Service when you have written confirmation that our internal complaints procedure has been exhausted. It will only consider complaints if your business has a turnover of less than £1,000,000. Their address is:

Insurance Division  
Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR  
Tel: 0845 080 1800  
E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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