

# HAULIERS CHOICE

## Summary of Cover

**An insurance package for your business available for Hauliers with a maximum of 5 vehicles.**

This product is not suitable for Hauliers who are tanker operators, livestock carriers, specialist furniture removers or freight forwarding agents.

### **Why choose AXA's Hauliers Choice Insurance Package?**

AXA's Hauliers Choice Insurance Package offers you generous levels of standard cover plus many optional extras.

**Tailor-made for Your Business** – Hauliers Choice Insurance Package provides a combination of standard and optional covers to best meet your needs.

**Simplicity for You** – The Hauliers Choice Insurance Package is a simple to arrange combination of covers with one Policy document, one Proposal Form or Statement of Fact, one Renewal Date and one overall Annual Premium.

**Someone to Help You When You Need It** – We realise that accidents and incidents don't only happen between 9 and 5. That's why we have set up a FREE 24 hour Emergency and Legal helpline to ensure there's someone to help you when you need it most. A FREE Tax helpline is also available Monday to Friday between the hours of 9am to 5pm.

**Flexibility in the Event of a Claim** – If you arrange cover with us on an 'All Risks' basis you can choose to settle the loss with your customer for the full value of the goods involved regardless of the conditions under which you contracted to carry the goods.

**Expert Claims Management** – We take on the burden of negotiating with third parties on your behalf, allowing you to concentrate on running your business.

**Spreading Your Cost** – You can take up the option to pay your annual premium by monthly direct debit - helping you to manage your cashflow. There may be a charge associated with this. Please speak to your Insurance Adviser for details.

# Policy Summary

This document is a summary of the insurance cover provided by the Hauliers Choice Insurance Package and, as such, it does not contain the full terms and conditions of your insurance. You can find the full terms and conditions of the product in the Policy document. This summary is provided to you for information purposes only and does not form part of your insurance contract.

<b>Features and Benefits</b>			
<b>Goods in Transit</b>			
<b>Cover Offered</b>	<b>Standard Cover</b>	<b>Optional Cover</b>	<b>Policy Ref</b>
Liability for goods that are transported subject to the C.M.R convention carried within Great Britain, Channel Islands, Isle of Man and Eire	Maximum £250,000 Any One Vehicle		Page 9
'All Risks' cover being subject to certain exclusions where you can choose to have claims paid in full regardless of your contractual liability for goods carried within Great Britain, the Channel Islands, the Isle of Man and Eire		Up to selected vehicle sum insured (max £75,000)	Page 9
Cover for goods carried under any of the versions of the Road Haulage Association Conditions of Carriage for goods carried within Great Britain, the Channel Islands, the Isle of Man and Eire		Maximum of £1,300 per tonne of carrying capacity	Page 9
Liability for goods that are transported subject to the C.M.R convention carried within Western Europe but not Italy provided your annual haulage charges for this work do not exceed £50,000		Maximum £250,000 Any One Vehicle	Page 9 and 14
Your Liability for property in the custody or control of a sub-contractor in accordance with the cover that you have arranged for your own vehicles	✓		Page 9
Legal costs for which you are legally liable or for which we agree to pay in respect of a valid claim	✓		Page 9
Loss or damage to own tarpaulin, sheets, ropes etc	✓		Page 9
Expenses incurred in debris removal, transfer of load, resecuring etc	✓		Page 9
Loss or damage to containers for which you are responsible but do not own or lease	£20,000 per container		Page 9
Consequential or Indirect Loss	£100,000 any one event		Page 10
Liability at Common Law if the contract conditions you have carried under are held not to apply legally	£250,000 any one event		Page 10
Cover for loading and unloading of property and temporary storage	In accordance with property cover selected		Page 7
Automatic Reinstatement of Sum Insured	✓		Page 10

## Features and Benefits

Cover Offered	Standard Cover	Optional Cover	Policy Ref
Loss of Use – Cover for costs involved in hiring replacement vehicles or paying hire purchase charges following accidental damage to loaded vehicles		Max £300 per week per vehicle	Page 11
Deterioration of property in frozen, chilled or insulated condition provided your annual haulage charges for this work do not exceed £25,000		In accordance with property cover selected	Page 12
<b>Public Liability</b>			
Legal Liability (and associated legal costs) for accidental injury, damage to material property, nuisance or wrongful arrest	£2m any one event	Up to £5m any one event	Page 15
Cover applies to Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and Eire and additionally cover applies elsewhere in the world in connection with temporary visits by persons normally resident in Great Britain	✓		Page 6
Cover for legal costs incurred in respect of the Health and Safety at Work etc Act 1974 or Part II of Consumer Protection Act 1987	✓		Page 15
Indemnity to Principal	✓		Page 22
Cover for leased or rented premises where there is not a responsibility to effect insurance for fire and other perils	✓		Page 16
Legal Liability arising out of Section 3 of the Defective Premises Act 1972	✓		Page 16
Personal Liability whilst abroad on business	✓		Page 17
Compensation for required Court Attendance	£50 per day per employee £100 per day per Director/Partner		Page 17
Cover for pollution which is sudden, identifiable and unintended	✓		Page 18
Contingent Motor Liability in respect of vehicles used in connection with the business not owned or provided by you	✓		Page 16
<b>Employers Liability</b>			
Legal Liability in respect of injury to employees engaged solely in clerical and administrative duties or other employees engaged on a temporary basis arising out of employment including associated costs	£10m any one event		Page 20
Legal Liability in respect of injury to all other employees arising out of employment and associated costs		£10m any one event	Page 20
Indemnity to Principal	✓		Page 22
Cover applies to Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and Eire and additionally cover applies elsewhere in the world in connection with temporary visits by persons normally resident in Great Britain	✓		Page 6
Cover for legal costs incurred in respect of the Health and Safety at Work etc Act 1974	✓		Page 20
Compensation for required court attendance	£50 per day per employee £100 per day per director/partner		Page 21
Compensation for unsatisfied court judgements	✓		Page 21

<b>Significant or Unusual Exclusions and Limitations</b>	
<b>Significant or Unusual Exclusions and Limitations</b>	<b>Applies to</b>
Consequential or indirect loss cover only applicable if you contract for the carriage of goods either specifically excluding such liability or limiting it to the amount of your charges for the consignment	Goods In Transit
You must not alter standard RHA conditions that you use without our approval	Goods In Transit
Theft of the following goods is only provided up to a maximum value of £35,000 (or the vehicle sum insured if less) unless carried unknowingly in either sealed containers or a groupage load <ul style="list-style-type: none"> <li>– Bottled Spirits</li> <li>– Processed tobacco or tobacco products</li> <li>– Domestic audio/visual equipment</li> <li>– Domestic electrical equipment (not cookers, freezers, washing machines)</li> <li>– Computer equipment and/or accessories</li> <li>– Mobile phones and/or accessories</li> <li>– Non ferrous metals in scrap, sheet, bar, ingot or similar form</li> </ul>	Goods In Transit
Money and Securities for Money in transit	Goods In Transit
Loss or damage to property in road tankers	Goods In Transit
Under the CMR convention we will not insure: <ul style="list-style-type: none"> <li>– omission from the consignment note of reference to the convention</li> <li>– collection of cash on delivery payments</li> <li>– Values agreed in excess of 8.33 SDR's per kilogram</li> <li>– Delay other than under article 23 (5)</li> <li>– Confiscation requisition etc by government or any other officials</li> </ul>	Goods In Transit
If property is passed to sub-contractors and there is a claim for loss or damage to the property you should direct the claim against the sub-contractor	Goods In Transit
We have the right to take possession of property insured under this Policy which is affected by a claim. You or your sub-contractors cannot abandon property to us	Goods In Transit
Damage to property in your custody or control	Public Liability
Cost of remedying defects in products supplied	Public Liability
Liability arising from work on aircraft/watercraft or at airports in areas with aircraft access	Public Liability
Liability for which compulsory motor insurance is required	Public Liability and Employers Liability

<b>Significant or Unusual Exclusions and Limitations</b>	
<b>Significant or Unusual Exclusions and Limitations</b>	<b>Applies to</b>
Liability assumed by agreement	Public Liability
Exclusion of Legal Liability in respect of products knowingly exported to USA or Canada	Public Liability
Legal Liability for errors or omissions in advice or estimates given in design plans drawings or specification where a separate fee is charged	Public Liability
Use of Heat Condition applies (see page 19)	Public Liability
Injury to employees not normally resident in England Wales Scotland Northern Ireland the Channel Islands or Isle of Man and engaged to work solely outside these countries	Employers Liability
You must advise us immediately if the number of vehicles upon which the premium has been calculated changes	All Sections

<b>Excesses</b>	
<b>Policy Excesses</b>	
Public Liability – Third Party Property Damage	£250
Goods In Transit	£100

## **Policy Duration**

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This is an annually renewable Policy.

## **Sums Insured**

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Correct values at risk and number of vehicles in use must be advised to us. If the Sums Insured you request or the number of vehicles you request cover for are not adequate this will result in the amount that we pay you in the event of a claim being reduced.

## **Law Applicable**

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You and we can choose the law which applies to this Policy. We propose that the Law of England and Wales apply. Unless we and you agree otherwise, the Law of England and Wales will apply to this Policy.

## **Policy Administration Fees**

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We may charge you an administration fee if we

- make any changes to the Policy on your behalf
- agree to cancel the Policy, or
- are requested to print and re-send the Policy documents to you.

We will not make a charge without informing you.

## **Making a Complaint**

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If you have a complaint about your Policy you should contact the agent or AXA office where it was bought. If your complaint relates to a claim on your Policy please contact the department dealing with your claim. If we have given you our final response and you are still not satisfied you may be eligible to refer your case to the Financial Ombudsman Service (FOS). If applicable, you will receive details of how to do this at the appropriate stage of the complaints process.

## **Financial Services Compensation Scheme (FSCS)**

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AXA Insurance is covered by the FSCS, which is triggered when an authorised firm goes out of business. In this unlikely event you may be entitled to compensation from the scheme. Compensation under the scheme for:

- Compulsory insurance is covered in full.
- Non compulsory insurance is protected in full for the first £2,000 and 90% of any amount above the threshold.

Full details are available at [www.fscs.org.uk](http://www.fscs.org.uk)

## **Financial Conduct Authority Regulation**

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AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the FCA's register by visiting the FCA's website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting them on 0800 111 6768.

### **AXA Insurance UK plc**

Registered in England No 78950.

Registered Office: 5 Old Broad Street, London EC2N 1AD.

A member of the AXA Group of Companies. AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Telephone calls may be monitored or recorded.

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