

Goods in Transit

Carriage of Own Goods

Policy booklet



Underwritten by Aviva Insurance Limited



Policyfast



Welcome to Policyfast

Welcome to your new Carriage of Own Goods policy with Aviva Insurance Limited, arranged through Policyfast Limited.

This policy forms part of your legal contract with us and defines what exactly your policy covers you against.

Please refer to your schedule of cover for confirmation of the level of cover you have chosen.

Telephone Recording

Please note that telephone calls made to Policyfast and Aviva Insurance Limited, may be recorded for our joint protection.

A handwritten signature in black ink, appearing to read "David McMillan".

David McMillan
Chief Executive UK Insurance

Contract of Insurance

This Policy, the declaration made by You and any endorsement, the Schedule, and the information You provided to Us when applying for this insurance together with any additional information supplied subsequently form the basis on which this contract has been arranged.

On behalf of Aviva Insurance Limited.

IMPORTANT

May we please ask You to examine the policy, The Schedule and any endorsement pages to make sure they give You protection according to Your present needs. Almost certainly these needs will change. If they do, please let Us know. Your policy is designed for easy amendment or extension and an updated schedule or endorsement page will be issued each time there is an alteration to the limits or cover.

This policy is a legal contract between You and Us. You must tell Us about any facts or changes which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

If You are not sure whether certain facts are relevant please ask Your insurance adviser. If You do not tell Us about relevant changes, Your policy may not be valid or the policy may not cover You fully.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.

**This Policy is underwritten by
Aviva Insurance Limited**

Registered in Scotland No 2116

Registered Office: Pitheavlis, Perth, Scotland,
PH2 0NH.

Authorised and regulated by the Financial
Services Authority



Our Service To You

Policyfast Limited take pride in providing a first class service to all Our Policyholders, however occasionally an enquiry or a complaint may arise, often as a result of a misunderstanding, which will usually be resolved quickly and efficiently to Our Policyholders satisfaction.

If You have an enquiry or cause to make a complaint regarding Your Policy, You should firstly contact the Broker/Agent who arranged the insurance for You.

If they are unable to resolve the problem, please contact:

Operations Manager
Policyfast Limited
Unit 5, Vantage Park
Washingley Road
Huntingdon
PE29 6SR

If You are not satisfied with the way Your complaint has been dealt with, You may write to the insurer at the following address:

Aviva Insurance Limited
2/10 Albert Square
Manchester
M60 8AD

Tel 0161 931 8076
Fax 0161 931 8011
E-mail smiths9@aviva.com

If after following the above procedure, Your complaint has not been resolved to Your satisfaction, You may have the right to refer the matter to the Financial Ombudsman Service at the following address:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Law Applicable

In the absence of any written agreement to the contrary this contract and any Arbitration shall be subject to and governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English courts.

Data Protection Act – Information Uses

For the purposes of the Data Protection Act 1998, the Data Controller in relation to any personal data You supply is Aviva Insurance Limited.

Insurance Administration

Information You supply may be Used for the purposes of insurance administration by the insurer, its associated companies and agents, by reinsurers and Your intermediary. It may be disclosed to the regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration.

In assessing any claims made, the insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy or repossessions). Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators). In the case of personal data, with limited exceptions, and on payment of the appropriate fee, You have the right to access and if necessary rectify information held about You.

Credit searches and Accounting

In assessing Your application, the insurer may search files made available to it by credit reference agencies who may keep a record of that search. The insurer may also pass to credit reference agencies information it holds about You and Your payments record. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors or to prevent fraud. The insurer may ask credit reference agencies to provide a credit scoring computation.

Credit scoring Uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by the insurer, acceptance or rejection of

Your application will not depend only on the results of the credit scoring process.

Sensitive Data

In order to assess the terms of the insurance contract or administer claims which arise, the insurer may need to collect data which the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application You will signify Your consent to such information being processed by the insurer or its agents.

Marketing

Aviva and its agents may Use Your information to keep You informed by post, telephone, e-mail or other means about products and services which may be of interest to You. Your information may also be disclosed and used for these purposes after Your policy has lapsed. If You do not wish Your information to be used for these purposes please write to Aviva Insurance Limited, FREEPOST, Mailing Exclusion Team, PO Box 6412, Derby, DE1 1SB.

Fraud Prevention and Detection

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We can supply on request further details of the databases we access or contribute to.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity.

Claims History

- Under the conditions of your policy you must tell us about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database.
- We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Telephone Taping

For our joint protection and training purposes, telephone calls may be recorded and/or monitored.

Your cancellation rights

There are no statutory cancellation rights under this policy.

Customers with Disabilities

This policy and other associated documentation is also available in large print, audio and Braille. If you require any of these formats please contact Your usual insurance advisor.

Policy Availability

If, at any stage you would like to receive a new copy of your policy booklet, please contact either your regular Aviva Insurance point of contact or your insurance adviser, at the address shown on your policy schedule.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation scheme. You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstance of your claim. Further information about the scheme is available from the FSCS website www.fscs.org.uk or write to Financial Services Compensation Scheme, 7th floor Lloyd Chambers, Portsoken Street, London E1 8BN



Aviva Insurance Limited Policy

We, Aviva Insurance, hereby agree, in consideration of the payment to Us by or on behalf of the Assured of the premium specified in the Schedule, to insure against loss damage liability or expense in the manner hereinafter provided.

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Section One - Policy Definitions

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

Each Section of the policy contains definitions. They must be read in conjunction with the following Policy Definitions.

The Schedule

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

We / Us / Our / Aviva / Aviva Insurance

Aviva Insurance Limited.

You/Your/The Policyholder

The persons, companies, partnerships or unincorporated associations named in The Schedule as The Policyholder.

Goods

Goods and/or merchandise incidental to Your business and/or owned by You and for which You are responsible including tools.

Property Insured

General merchandise connected with the Business, owned by You and/or for which You are responsible.

Vehicle

Any vehicle and/or trailer owned or operated by You.

Occurrence

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

Employee

Any person under a contract of service with You or any self employed individual providing You with labour only or any individual hired to or borrowed by You.

Geographical Limits

England, Scotland, Northern Ireland, Republic of Ireland, Wales, all offshore islands (including the Channel Islands) only.

Personal Effects

Personal possessions of Your driver.

Section Two – General Conditions

This sets out the general conditions and limitations of the Policy.

All Risks of loss or damage to

- a) The Property Insured up to the Limit of Liability stated in The Schedule
- b) Your own sheets, ropes, chains, toggles or packing materials on Vehicles – Liability unlimited in amount
- c) Your drivers personal effects not otherwise more specifically insured whilst in any Vehicle – limit any one driver any one loss of £250 (herein collectively referred to as the Goods Insured) whilst in transit on land or water by the conveyance from the time of lifting by any of Your employees until placed in position by him at the destination including loading and unloading, within the Geographical Limits stated herein.

Errors and Omissions

You shall not be prejudiced by any unintentional error or omission in declaring consignments under this Policy to Us, PROVIDED that You advise Us of such errors or omissions as soon as You become aware of them.

Non-Contribution

We will not pay for any loss, damage or expense to the subject-matter insured which, if this insurance did not exist, is or would be covered at the time of such loss, damage or expense under any other insurance. In such circumstances We shall pay only for any excess beyond the amount which would have been payable under the other insurance if this insurance had not been effected.

Non Disclosure, Misrepresentation or Misdescription

We will avoid this policy if there has been any misrepresentation, misdescription or failure to disclose any material facts by You or anyone acting for You.

Own Vehicle Conditions

The following conditions shall apply to any Vehicle

owned by You or under Your control containing the Goods insured;

(1) It is a condition of this policy that;

- (i) the Vehicle is maintained in an efficient and roadworthy condition
- (ii) all ropes, sheets, tarpaulins and the like are maintained in an efficient condition
- (iii) all protective appliances and locking devices are installed in accordance with the manufacturers' recommendations, in operation, properly and suitably maintained and neither withdrawn nor varied without Our consent.

(2)

(a) When a Vehicle is left loaded and Unattended during the ordinary course of transit the following conditions shall also apply

- (i) the ignition key shall be removed from the Vehicle
- (ii) all doors, windows and other openings are securely closed and properly fastened
- (iii) all protective appliances, alarms, immobilisers and locking devices shall be put into effect in accordance with the manufacturers' instructions
- (iv) if the Vehicle is fitted with a boot or similar compartment the Goods insured must be kept there
- (v) if the Vehicle is an estate or a hatchback Vehicle the Goods Insured must be kept under the load cover or parcel shelf or otherwise covered over and hidden from view.

(2)

(b) We will not pay for any loss of or damage to the Goods Insured caused by theft if the Vehicle is left loaded and Unattended during the ordinary course of transit at the end of any normal working day or on any non-working days unless the Vehicle is

- (i) kept in a fully enclosed, securely locked building of Substantial Construction or
- (ii) in a permanently attended Vehicle



- security park or compound secured by locked gates
- or
- (iii) in a public car park with an authorised attendant on duty at all times
- or
- (iv) kept in a lock fast private dwelling house, building or garage

Definitions

For the purpose of these conditions the following shall mean;

Vehicle

Any road vehicle and shall include any trailer or trailers or container or containers combined

Unattended

With no authorised person(s) authorised by You keeping the Vehicle under observation, and able to observe or prevent any attempt to interfere with it with a reasonable prospect of preventing any unauthorised interference.

Substantial Construction

Built only of brick and/or stone and/or concrete with a slate and/or tiled and/or metal and/or asbestos and/or concrete roof

80/20 Own Vehicle Coinsurance Clause

Notwithstanding the terms and conditions of the Own Vehicle Conditions contained herein, it is agreed that when Part 2(b) of this wording is not complied with We shall be liable to pay only 80% of any claim (after deduction of any excess to which the Policy is made subject) provided always that You shall bear the remaining 20% of any such claim, such balance to remain uninsured.

Subjectivity Condition

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

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

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

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

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

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

Our requirements and decisions will take effect from the date(s) specified unless and until we agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider

appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction.

In the event that the matter cannot be resolved:

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

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

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

Warranty

A Warranty must be strictly complied with and failure to do so may result in The Policy being deemed void from inception or last renewal date or from the time of the breach of Warranty or may entitle us to avoid liability for loss, damage or expense whether or not this resulted from the breach of Warranty.

Section Three– Additional Cover

This Section has been specially designed to protect Your business interests and Your brand subject to the terms and conditions of the Policy.

Pairs and Sets

If the Goods Insured consists of articles which form a pair or set We will pay only for the proportionate sum insured of the article lost or damaged, without reference to any special value

the damaged article may have as part of a pair or set.

Drivers Personal Effects

Personal effects of Your drivers which are not specifically insured elsewhere whilst in Your Vehicles – limit of indemnity each driver, any one

Occurrence £250.

The term “personal effects” shall not be deemed to include cash and the like, credit cards, watches, jewellery, audio/visual equipment and/or mobile phones.

Own sheets, ropes, chains

Loss or damage to Your own sheets, ropes, chains, toggles and dunnage whilst on any Vehicle – unlimited indemnity

It is agreed in respect of sheets, ropes, chains, toggles and dunnage which are physically lost or

destroyed to settle claims on values as new where

it can be established by You that the lost or destroyed sheets, ropes, chains, toggles and dunnage are not more than one year old at the time of the loss or destruction

Debris Removal

We will pay costs and expenses reasonably incurred by You to remove and/or dispose of and/or destroy the debris of the damaged subject matter insured following a loss recoverable under this policy.

The amount payable under this clause shall be in addition to the indemnity provided elsewhere in this insurance but shall be limited to £2500 any one loss or series of losses.

We will not pay for

- (a) any expense or liability incurred in consequence of or to prevent or mitigate pollution or contamination, or any threat or liability thereof.
- (b) costs incurred in respect of obligations under pollution statutes or the actions of Governmental or other executive bodies.

Section Four – Special Conditions

Process

We will not pay for any loss or damage to the Goods Insured which is due to or directly results from any process of use, testing or repair.

Second-hand and/or Used and/or Damaged and/or Unpacked Goods

We will not pay for any loss of or damage to:

- second-hand and/or Used goods which have not been fully reconditioned and/or refurbished
- damaged goods
- unpacked goods

which is attributable to:

- rust, oxidation and/or discoloration
- chipping, denting, scratching, bruising and cost of repainting
- twisting, bending and distortion

unless it can be proved that such loss or damage has occurred as a result of a peril insured against during the insured transit.

Section Five – Institute And Joint Cargo Committee Clauses

Contracts (Rights of Third Parties) Act 1999 Exclusion Clause (Cargo) JC - 2000/02

The Provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this insurance or to any certificate(s) of insurance issued hereunder.

Neither this insurance nor any certificates issued hereunder confer any benefits on any third parties.

No third party may enforce any term of this insurance or of any certificate issued hereunder.

This clause shall not affect the rights of the assured (as assignee or otherwise) or the rights of any loss payee.

Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause – CL370

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

- (1) In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
- 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any 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.
 - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

Termination of Transit Clause (Terrorism) – JC2009/056 – 01/01/2009

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

- 1 Notwithstanding any provision to the contrary contained in the contract of Insurance or the Clauses referred to therein, it is agreed that in so far as this policy covers loss of or damage to the subject-matter insured caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing

or influencing, by force or violence, of any government whether or not legally constituted or any person acting from a political, ideological or religious motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, **SHALL TERMINATE:**

either

- 1.1 as per the transit clauses contained within the policy
- or**
- 1.2 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance
- 1.3 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
- 1.4 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit, or
- 1.5 in respect of marine transits, on the expiry of 60 days after completion of discharge over side of the subject matter insured from the oversea vessel at the final port of discharge
- 1.6 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

whichever shall occur first.

- 2. If the contract of insurance or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

Institute Replacement Clause CL.372 - 01/12/2008

In the event of loss of or damage to any part(s) of an insured machine or other manufactured item consisting of more than one part caused by a peril covered by this insurance, the sum recoverable shall not exceed the cost of replacement or repair of such part(s) plus labour for (re)fitting and carriage costs. Duty incurred in the provision of replacement or repaired part(s) shall also be recoverable provided that the full duty payable on the insured machine or manufactured item is included in the amount insured.

The total liability of Insurers shall in no event exceed the amount insured of the machine or manufactured item.

Institute Replacement Clause – Proportional Valuation CL.373 - 01/12/2008

In the event of loss of or damage to any part(s) of an insured machine or other manufactured item consisting of more than one part caused by a peril covered by this insurance, the sum recoverable shall not exceed such proportion of the cost of replacement or repair of such part(s) as the amount bears to the new cost of the machine or manufactured item, plus labour for (re)fitting and carriage costs. Duty incurred in the provision of replacement or repaired part(s) shall also be recoverable provided that the full duty payable on the insured machine or manufactured item is included in the amount insured.

The total liability of Insurers shall in no event exceed the amount insured of the machine or manufactured item.

Institute Replacement Clause – Obsolete Parts Endorsement JC2008/023 – (as applicable) (for use only with the Institute Replacement Clause CL.372 - 01/12/2008 or Institute Replacement Clause – Proportional Valuation CL.373 - 01/12/2008)

In the event of a claim recoverable under this policy necessitating the manufacture of any new part(s) for the repair of an insured machine or other manufactured item, the sum recoverable shall not exceed the manufacturer's last list price for the year of manufacture of the lost or

damaged part(s), uplifted for inflation. Inflation shall be determined by reference to the Retail Price Index, or other officially published data of the country of manufacture of the insured machine or manufactured item, up to a maximum total uplift of 25%.

If no such manufacturer's list price is available, the total liability shall in no event exceed the amount insured of the machine or manufactured item.

Section Six – Policy Exclusions

Other sections of The Policy contain exclusions. They must be read in conjunction with the following exclusions which apply to all sections unless otherwise stated.

We will not pay claims for:-

- 1) Excess – the amount of the excess stated in The Schedule
- 2) Loss or damage caused by depreciation or deterioration or variation in temperature unless caused by an accident to the conveying Vehicle.
- 3) Loss or damage caused by mechanical or electrical derangement of the Goods Insured unless caused by external means.
- 4) Loss or damage caused by:
 - a) Defective or inadequate packing or insulation or labelling;
 - b) Shortage in weight, evaporation or ordinary leakage;
 - c) Deliberate abandonment of the Goods and/or other Property;
 - d) Vermin, wear, tear or gradual deterioration;
 - e) Contamination
- 5) Loss or damage to living creatures, bullion, cash, bank notes, treasury notes, stamps, bonds, securities, furs, jewellery, precious stones, gold and silver articles, clocks, watches, non ferrous metals, computers, audio &/or visual equipment, mobile phone & satellite navigation equipment, tobacco, cigars, cigarettes, wines, spirits or explosives unless specifically mentioned in The Schedule as insured.
- 6) Any loss arising from confiscation, expropriation, requisition, embargo, nationalization, destruction or damage by



order of any Government or Government Agency or the consequence of inadequate or inaccurate documentation.

- 7) Your liability for damages resulting from late delivery or delay in respect of transit for which a delivery time and/or date is contractually agreed by You.

Section Seven – Claims Procedure

In the event of any loss or damage for which We may be liable it is essential that You and/or Your agent follow the following procedure.

(1) Report potential claims immediately to Us

This should be done by telephone or facsimile (fax) to Aviva Insurance Limited, Regional Marine Centre, 3rd Floor, 2-10 Albert Square, Manchester M60 8AD. Telephone Number 0161 931 8076 Fax : 0161 931 8011.

This notice should include:

- (a) contact names and numbers including Policy Number
- (b) a brief description of the extent of loss and/or damage
- (c) Details of any third parties involved.

A decision will then be made whether to appoint a surveyor or investigator.

Advice will be given regarding what action should be taken next to pursue the claim.

(2) Notify to the police

As soon as reasonably possible, of any loss or damage caused by theft or malicious damage should be notified to the police and a crime number obtained.

(3) Documents required to evidence the claim

In the event of all claims and/or losses, it is a condition precedent to liability that the following documents are required to evidence Your claim:

- (a) Original purchase invoices and age of items lost and/or damaged
- (b) If a) is not available evidence of ownership must be provided
- (c) Copy driving license
- (d) Repair &/or Replacement Invoices / Quotations

- (e) Evidence of forcible entry or exit, i.e. invoice for repair/replacement locks
- (f) Crime reference number/details in the event of all theft claims
- (g) Statement of Claim
- (h) Copies of all correspondence exchanged with Suppliers and/or any other parties regarding their liability for the loss and/or damage.

Failure to provide any of the above will invalidate Your claim.

Policy Version Date: 01.04.12

Underwritten by



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