



# FIDUCIA

COVERED. IN EVERY WAY

Freight Liability  
Policy (Courier)



# Freight Liability Policy

## **Welcome to Your Fiducia policy**

This Policy, including the Schedule and any endorsements, forms a contract between You and Us.

In return for paying the premium, We will insure You during the Period of Indemnity in accordance with the terms and conditions of this Policy, subject to all applicable Limits of Indemnity.

To establish what You are covered for, please consult this Policy, any endorsement and Your Schedule.

This Policy including the Schedule and any endorsements should be read as if they are one document.

In this Policy:

1. any reference to the singular includes the plural and vice versa;
2. any reference to legislation includes any amendments, successor legislation and any equivalent legislation in any other jurisdiction;
3. headings are used for ease of reference only, and do not affect the interpretation of this Policy.

## **Law applicable to this contract**

Unless agreed otherwise in writing, all disputes in connection with this Policy, including as to its formation and validity, will be subject to the laws of England and Wales.

Please read this Policy and any Schedule and endorsement carefully. If they do not meet Your needs, please contact The Fiducia MGA Company Ltd or Your broker or insurance intermediary as soon as possible.

## **About The Fiducia MGA Company Ltd**

Fiducia is an approved coverholder, authorised to act as the agent for and on behalf of certain Underwriters at Lloyd's under binding authority agreement number B1182FID2018001.

A handwritten signature in black ink, appearing to read 'Gerry Sheehy', with a horizontal line underneath it.

Gerry Sheehy, Chief Executive Officer.

The following words and phrases shall have the meanings set out below wherever they appear in this Policy, the Schedule and on any endorsements.

## 1. Definitions

<b>Associated Services</b>	Services that are commonly provided as part of the Insured Services, including loading, unloading, temporary storage and incidental carriage of Cargo. However, 'Associated Services' does not include any Warehousing or processing of Cargo, or the arrangement of Warehousing or processing of Cargo.
<b>Authority</b>	Any properly authorised authority, including any government or governmental agency, or any port or harbour authority.
<b>BIFA</b>	British International Freight Association Standard Trading Conditions as shown in the Schedule.
<b>British Isles</b>	England, Wales, Scotland, Northern Ireland the Republic of Ireland, the Channel Islands and the Isle of Man.
<b>Business Records</b>	Any documents, including any business or personal records stored for the purposes of Your business, including whether held on paper, electronically or any other storage media.
<b>Cargo</b>	Goods in Your care, custody or control, for the purposes of the Insured Services.
<b>CMR</b>	The Convention on the Contract for the International Carriage of Goods by Road, including any amendments or associated protocols as enacted into English Law by the Carriage of Goods by Road Act 1965.
<b>Consequential Loss</b>	Any loss suffered as a result of a business interruption, increased costs of working, loss of production, loss of profits, loss of market and any other form of indirect or financial loss.
<b>Container</b>	Any movable unit, (including any ISO shipping container, tank container, flat rack or similar) used for the carriage of Cargo including ancillary equipment whilst attached to such unit.
<b>Conveyance</b>	Water and/or air and/or road and/or rail means of transportation.
<b>Damage/Damaged</b>	Physical loss or physical damage.
<b>Defence Costs</b>	Legal costs and expenses reasonably incurred by You or on Your behalf with Our prior consent to investigate, settle or defend any covered claim.
<b>Electronic Data</b>	Any information stored or represented electronically, including any computer code or series of instructions, programs, software or firmware.
<b>Employee</b>	Anyone under a contract of service or apprenticeship with You.
<b>Event</b>	Any one act, incident, occurrence or event, or series of acts, incidents, occurrences or events consequent upon or attributable to the same single originating cause.
<b>Excess</b>	The amount stated in this Policy, the Schedule or any endorsement, for which You are responsible in respect of each Event and which will be deducted from any payment under this Policy. Where the Schedule shows that We and You have agreed this Policy will be subject to a deductible, all references within this Policy to 'Excess' shall apply to the deductible.

<b>Excluded Cargo</b>	Any: <ol style="list-style-type: none"> <li>1. money, including cash, bank and currency notes, bullion, any securities for money, negotiable instruments, savings stamps, money orders or any other instrument representing money; or</li> <li>2. living creature; or</li> <li>3. precious metal or precious stone.</li> </ol>
<b>Europe</b>	British Isles (defined herein), Andorra, Austria, Belgium, Bosnia, Bulgaria, Corsica, Croatia, Czech Republic, Denmark, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Italy, Liechtenstein, Luxembourg, Macedonia, Malta, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey (west of the Bosphorus only), Vatican.
<b>Flood</b>	Damage caused by: <ol style="list-style-type: none"> <li>1. the escape of water from the normal confines of any natural water course, lake, reservoir, canal or dam; or</li> <li>2. inundation from the sea, whether resulting from storm or otherwise; or</li> <li>3. Inundation by rainwater or rainwater induced runoff, other than where the inundation results solely from the ingress of rainwater through or via the roof of a building.</li> </ol>
<b>Freight Forwarding</b>	The arrangement and/or undertaking by You of the movement of Cargo by any means.
<b>FTA</b>	Freight Transport Association Conditions of Carriage by Road in the United Kingdom as shown in the Schedule.
<b>FTA Storage</b>	Freight Transport Association Conditions for the Storage of Goods in the United Kingdom as shown in the Schedule.
<b>Full Responsibility / Full Value Liability Contract</b>	Any Haulage contract, other than a contract subject to CMR, in which You: <ol style="list-style-type: none"> <li>1. do not use any specific contractual conditions (Full Responsibility Contract); or</li> <li>2. do use specific contractual conditions but with the monetary value per tonne deleted and replaced with the actual value of the Cargo (Full Value Liability Contract).</li> </ol>
<b>Geographical Limits</b>	The areas listed under 'Geographical Limits' in the Schedule.
<b>Haulage</b>	The arrangement or undertaking by You of the carriage of Cargo by road or rail, including Associated Services.
<b>Industry Standard Contracts</b>	BIFA, FTA, FTA Storage, RHA, RHA Storage, UKWA and UKWA Logistics.
<b>Insured Contract</b>	The contract terms identified as covered in the Schedule, relating to the provision of the Insured Services.
<b>Insured Conventions</b>	The conventions identified as covered in the Schedule, relating to the provision of the Insured Services. 'Insured Conventions' does not include any conventions which You have agreed with Your customer but which would not have applied in the absence of that specific agreement.
<b>Insured Services</b>	The services identified as covered in the Schedule.
<b>Limit of Indemnity</b>	The maximum amount We will pay for any claim or series of claims arising out of one Event.
<b>Mis-delivery</b>	Any failure to deliver Cargo in accordance with Your customer's instructions, as a result of any act, error or omission by You or any Employee.

<b>Period of Indemnity</b>	The period shown in the Schedule as the Period of Indemnity as per G.M.T. time zone.
<b>Policy</b>	This Policy, including the Schedule and any endorsements.
<b>Pollution</b>	The dispersal, release, discharge or escape of any pollutant, contaminant or other harmful substance into or upon the land, air or any watercourse or body of water.
<b>Process</b>	Any Process of alteration, assembly, cleaning, commissioning, disassembly, maintenance, packing, production, testing, treatment, servicing, repair or restoration.
<b>RHA</b>	Road Haulage Association Conditions of Carriage as shown in the Schedule.
<b>RHA Storage</b>	Road Haulage Association Conditions of Storage as shown in the Schedule.
<b>Schedule</b>	The Schedule attached to, and forming part of, this Policy.
<b>Terrorism</b>	Any act, including the use or threat of force or violence, of any person or persons (whether acting alone or on behalf of 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.
<b>Theft Attractive Cargo</b>	Any: <ol style="list-style-type: none"> <li>1. bottled perfumes or bottled alcoholic spirits; or</li> <li>2. clothing and footwear; or</li> <li>3. computer memory, CPUs, storage devices, display devices (monitors), graphic cards, motherboards or any similar hi-tech item components; or</li> <li>4. mobile phones, portable computing devices (tablets, laptops and similar), computers or videogame hardware, peripherals or software or other audio or visual equipment; or</li> <li>5. fine art, watches and articles made of or containing precious metals and/or precious stones; or</li> <li>6. non-ferrous metals; or</li> <li>7. processed tobacco or tobacco products.</li> </ol>
<b>Trailer</b>	Any trailer or similar unit designed for carrying Cargo and to be towed by a motor Vehicle for use on roads, including Cargo handling and securing equipment attached or connected to the unit.
<b>UKWA</b>	United Kingdom Warehousing Association Conditions of Contract as shown in the Schedule.
<b>UKWA Logistics</b>	United Kingdom Warehousing Association Conditions for Logistics as shown in the Schedule.
<b>Unattended Vehicle</b>	Where neither You, Your Employee or Your driver are either in the Vehicle or in a position to keep the Vehicle and/or Cargo under surveillance and at the same time have a reasonable prospect of preventing any unauthorised interference with the Vehicle and/or Cargo.  A Vehicle upon which the Cargo is loaded will not be regarded as unattended whilst You, Your Employee or Your driver are asleep in the Vehicle.
<b>Unattended Warehouse</b>	Where neither You, Your Employee or any security company employed by You are in a position to keep the Warehouse and/or Cargo under surveillance and at the same time have a reasonable prospect of preventing any unauthorised interference with the Warehouse and/or Cargo.
<b>Vehicle</b>	Any vehicle used for transport on roads, excluding any Trailer, whether attached or not.

<b>Virus</b>	Any computer program that is introduced maliciously or without permission into any computer system or hardware, including any malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and any other malicious software.
<b>War</b>	Any: <ul style="list-style-type: none"> <li>a. war, civil war, revolution, rebellion, insurrection or civil unrest arising from such war, civil war, revolution, rebellion or insurrection (whether war be declared or not); or</li> <li>b. hostile act by or against any belligerent power; or</li> <li>c. derelict weapons of war, including mines, torpedoes and bombs.</li> </ul>
<b>Warehouse</b>	A building or premises of substantial construction and built of brick and/or stone and/or concrete and/or metal and/or similar material with a fixed roof.
<b>Warehousing</b>	The storage, or arrangement of storage, by You of Cargo in a Warehouse location as shown in the Schedule, including any incidental loading or unloading of any Vehicle or Conveyance, movement of Cargo at or between any premises shown on the Schedule, stock rotation or inventory management, picking, boxing, consolidating, palletising, labelling, tagging, bar coding and other incidental packing pursuant to a storage contract. However, 'Warehousing' does not include any contract/co-packing, localising, tailoring, kitting, assembly of components, product assembly, filling (bottling, drumming, canning etc) or any other similar activity or Process.
<b>We/Us/Our</b>	Certain Underwriters at Lloyd's subscribing to this Policy.
<b>You/Your</b>	The person, people or company stated in the Schedule as the 'Insured'.

## 2. Cargo Liability Cover

We will cover You under this Policy for the losses and liabilities set out below arising from the provision of an Insured Service under an Insured Contract or Insured Convention occurring during the Period of Indemnity and within the Geographical Limits.

### 1. Liability under Insured Contracts and Insured Conventions for loss or Damage

We will cover You for Your liability to any third party arising from Damage to, or Mis-delivery of Cargo, other than Consequential Loss and accidental delay.

### 2. Consequential Loss and accidental delay

We will cover You for Your liability for Consequential Loss arising directly due to:

- a. Damage or Mis-delivery for which You are covered under this Policy; or
- b. accidental delay in the delivery of any Cargo.

The most We will pay is four times the amount charged by You under the corresponding Insured Contract or Insured Convention, which is further limited to £50,000 in total for all Events occurring in any one Period of Indemnity.

### 3. Common law - contract conditions set-aside

We will not refuse to cover an otherwise covered liability under this Policy, where an exclusion or limitation of liability contained within the Insured Contract is deemed to be unenforceable.

The most We will pay is £50,000 in total for all Events occurring in any one Period of Indemnity.

### 4. Transshipment and removal costs

Where:

- a. You are covered under this Policy for Damage to, or Your liability arising out of Damage to Cargo; or
- b. an accident has been suffered during the Period of Indemnity to a Vehicle conveying Cargo; or
- c. transshipment, recovery or other charges are incurred to mitigate Damage or prevent any otherwise covered claim,

We will cover You for the reasonable costs to tranship, recover, remove, clear and/or dispose of such items.

The most We will pay is £10,000 in total for all Events occurring in any one Period of Indemnity.

### 5. Scanners

You are covered under this Policy for Damage to parcel despatch hand scanners caused by theft from any Unattended Vehicle as per **General Condition 4.12 Own Unattended Vehicles** .

The most We will pay is £1,000 in total for all Events occurring in any one Period of Indemnity.

### 6. Full Responsibility/Full Value Liability Contracts

If shown in the Schedule as covered the following shall apply:

We will cover You for Your liability for Damaged Cargo under any Full Responsibility/Full Value Liability Contract.

Under this cover, the most We will pay is the lesser of the:

- a. invoice value of any Damaged Cargo, including all applicable taxes, duties and charges; or
- b. cost of repairing or replacing the Damaged Cargo; or
- c. value of the part or portion of the Cargo that has been Damaged.

#### Specific exclusions

We will not make any payment under this cover for any liability arising from Damage caused by:

- a. packing or preparation which is unable to withstand normal handling and transit; or
- b. mechanical, electrical or electronic breakdown, failure or derangement or
- c. delay.

### 3. General Exclusions – applicable to this whole Policy

We will not provide any cover under this Policy for any:

#### 1. Specific activities

claim, loss or liability arising directly or indirectly due to:

- a. any household, office or other similar removals undertaken or arranged by You; or
- b. You being the owner, manager or occupier of any Conveyance other than a Vehicle; or
- c. any failure to collect payment for Cargo; or
- d. Damage caused to Cargo stored outdoors, in a yard or within a temporary structure.

#### 2. Contracts and conventions

claim, loss or liability arising directly or indirectly due to:

- a. any increase in the default limit of liability of any Insured Contract or Insured Convention, or any special declaration of value, unless notified to, and agreed by Us in writing; or
- b. any retrospective change to an Insured Contract in respect of an occurrence before the date of such change; or
- c. any other variation or amendment to an Insured Contract or Insured Convention, unless notified to, and agreed by, Us in writing; or
- d. Your failure to meet any agreed:
  - i. collection, delivery or release deadline; or
  - ii. service standard; or
- e. any performance guarantee or penalty clause.

#### 3. Excluded items

Damage to, or claim arising directly or indirectly due to Damage to, any:

- a. Excluded Cargo; or
- b. Business records; or
- c. Cargo whilst being propelled by its own power, other than whilst being loaded onto or from a Conveyance (loading starts at the point when the wheels or tracks first touch the ramp of the Conveyance and unloading ends at the point when the wheels or tracks leave the ramp of the Conveyance); or
- d. any Cargo being towed; or
- e. any item other than Cargo and parcel despatch hand scanners.

#### 4. Excluded perils

Damage caused by, or claim arising directly or indirectly due to, any:

- a.
  - i. Inherent defect; or
  - ii. deterioration of Cargo; or
  - iii. hardening or setting of Cargo; or
  - iv. vermin, wear and tear, gradual deterioration, inherent vice and by ordinary leakage, ordinary loss in weight or volume; or
- b. liability arising from Pollution.

#### 5. Warehousing disappearance and shortage

Damage caused by, or claim arising directly or indirectly due to, any mysterious or unexplained disappearance, shortage or loss discovered during any stocktaking or inventory check..

#### 6. Costs above manufacturing costs

costs, or liability for costs, incurred in replacing any lost or Damaged cards, tokens, vouchers, tickets, scratch cards or other similar items, other than the manufacturing costs of such items.



**7. Death and bodily injury**

claim, loss or liability arising from the sickness, disease, bodily or mental injury or death suffered by any living creature.

**8. Bills of lading**

claim arising directly or indirectly due to:

- a. the releasing of Cargo without surrender of the bill of lading or similar document; or
- b. entering information which is known to be incorrect or likely to be incorrect on any bill of lading or similar document.

**9. Failure to insure Cargo**

claim, loss or liability arising directly or indirectly due to any failure to arrange or to effectively arrange Cargo insurance.

**10. Deliberate or reckless acts**

claim, loss or liability arising directly or indirectly due to any dishonest, fraudulent or reckless act or omission, or any wilful misconduct, committed, condoned or ignored by You or any of Your partners or directors.

**11. War**

claim, loss or liability arising directly or indirectly due to War.

**12. Radioactivity**

claim, loss or liability arising directly or indirectly due to:

- a. ionising radiation from, or contamination by, radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or
- b. any weapon or device employing atomic or nuclear fission and/or fusion or other similar reaction or radioactive force or matter; or
- c. the radioactive, toxic, explosive or other hazardous or contaminating properties of any:
  - i. nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
  - ii. radioactive matter, however, this does not apply 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; or
- d. any chemical, biological, bio-chemical or electromagnetic weapon.

**13. Liability to Authorities and confiscation**

- a. claim, loss or liability arising directly or indirectly due to the destruction, confiscation, nationalisation, seizure, expropriation, detention or requisition by any Authority; or
- b. Your liability to any Authority for duties, taxes, fines, penalties or charges.

**14. Consequential Loss**

Consequential Loss, other than where shown as covered under **2 Cargo Liability Cover, 2. Consequential Loss and accidental delay**.

**15. Viruses and misuse of Electronic Data**

claim, loss or liability arising directly or indirectly due to:

- a. any Virus; or
- b. any malicious act preventing the sending, receiving, accessing or use of Electronic Data; or
- c. the malicious creation, use, destruction, distortion, corruption or appropriation of Electronic Data.

**16. Sanctions**

claim or loss if doing so would expose Us to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

**17. Prior knowledge**

circumstance or matter likely to lead to a claim, loss or liability otherwise covered under this Policy that You knew, or ought reasonably to have known about, before the start of the Period of Indemnity.

**18. Geographical Limits**

Damage caused, or any liability or claim arising due to any Insured Services performed, outside of the Geographical Limits.

**19. Financial difficulty**

claim, loss or liability arising directly or indirectly due to Your liquidation, administration, appointment of a receiver, other insolvency procedure or financial difficulties, or from Your failure to collect any sums due to You.

**20. Strikes**

claim, loss or liability arising directly or indirectly from any strike, lockout, labour disturbance or disputes, riots or civil commotions.

**21. Pressure waves**

claim, loss or liability arising from pressure waves caused by aircraft or other aerial devices travelling at sonic and supersonic speeds.

**22. Own Unattended Vehicles**

loss or Damage to Cargo caused by theft from any Unattended Vehicle owned or operated by You or in Your control at any time prior to or after completion of the driver's working day or on non-working days.

## 4. General Conditions – applicable to this whole policy

### 1. Information provided to Us

You must provide to Us before the start of the Period of Indemnity a fair presentation of the risk. A fair presentation is one which, following a reasonable search, discloses in a manner which is clear and accessible all material facts which You, including Your senior management and anyone responsible for arranging this Policy, knew or ought to know.

### 2. Failure to present the risk fairly

- a. If You deliberately or recklessly fail to comply with Your obligation in 1. above to provide a fair presentation of the risk, We shall be entitled to avoid this Policy. If We do so, We shall be entitled to retain all premiums paid and You must repay any payments already made by Us under this Policy.
- b. If You fail to comply with Your obligation in 1. above to provide a fair presentation of the risk, but Your failure was neither deliberate nor reckless, We shall be entitled to:
  - i. avoid this Policy if We can show that We would not have entered into this Policy if You had fairly presented the risk; or
  - ii. if We can show that We would have entered into this Policy but on different terms, other than as to premium, this Policy shall remain in force on the basis that those different terms apply from the start of the Period of Indemnity; or
  - iii. if We can show that We would have entered into this Policy but charged a higher premium, We shall be entitled to reduce any payment We make under this Policy in the proportion that the premium actually charged bears to the premium We would have charged, as a percentage.If We can show that We would have applied different terms and charged a higher premium, b.ii. and b.iii. above shall both apply.

### 3. Applicable law

Unless agreed otherwise by the parties in writing, this Policy shall be governed by the laws of England and Wales.

### 4. Arbitration

All disputes between You and Us in relation to this Policy, including as to its application, validity and any amounts payable under it, shall be referred to a single arbitrator in accordance with the Arbitration Act or other equivalent statutory provision in force at the time of the dispute.

### 5. Cancellation

We or You may cancel this Policy at any time by giving 30 days' notice to the other (other than in respect of War, in relation to which 7 days' notice shall be required). You may provide notice of cancellation in writing or by telephone. We must give notice in writing by special delivery to Your last known address or to any other address You have provided to Us for this purpose.

If We cancel this Policy, We will return a pro rata proportion of the premium for any period that You have already paid but will not be covered, provided that We shall not provide a return of premium if You have made a claim under this Policy.

If You cancel this Policy and/or cease trading, We will not return the premium or any portion of it, other than where You cancel this Policy within the first 14 days (in which case We will return a pro rata proportion of the premium for any period that You have already paid but will not be covered provided that We shall not provide a return of premium if You have made a claim under this Policy).

### 6. Change of circumstances

You must tell Us as soon as reasonably possible of any change in circumstances during the Period of Indemnity which may materially affect this Policy. A material circumstance is one which, if declared to Us before the Period of Indemnity, might have affected Our decision to provide this Policy or the terms on which this Policy was provided. If You fail to notify Us of a change of circumstances, We shall be entitled to the remedies set out under **General Condition 2** above, from the date of the change of Your circumstances.

### 7. Claim survey

We do not require a survey to be undertaken in respect of any claim under this Policy for less than £2,500 or the equivalent in any other currency. If We do require a survey in respect of any claim under this Policy, We will cover the reasonable costs of that survey, even if no claims payment is made.

## **8. Contracts (Rights of Third Parties) Act**

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

## **9. Defence costs**

For claims made against You which are covered under this Policy, We will pay Defence Costs in addition to the applicable Limit of Indemnity for the claim to which those costs relate.

If Your liability in respect of a covered claim is greater than the applicable Limit of Indemnity for that claim, the amount We will pay for Defence Costs will be limited to the same proportion that that the Limit of Indemnity bears to the amount paid for that claim.

## **10. Multiple insureds**

Where the Schedule shows that 'You' comprise more than one party, all such parties shall be regarded as one party and this Policy shall be treated as a Policy between two parties, namely Us and You, being all parties shown as 'You' on the Schedule. The most We will pay under this Policy is the applicable Limit of Indemnity, regardless of the number of parties entitled to an indemnity under this Policy.

## **11. Other insurance**

We will not make any payment under this Policy if You would have been entitled to cover under any other insurance if this Policy had not been in effect, other than for the amount in excess of the amount that would have been payable under such other insurance if this Policy did not exist.

## **12. Own Unattended Vehicles**

In respect of loss or Damage to Cargo including parcel despatch hand scanners caused by theft from any Unattended Vehicle owned or operated by You or in Your control, You and/or Your Employee must ensure that:

- a. the Cargo including parcel despatch hand scanners is contained within a fully enclosed area of the Vehicle; and
- b. all doors, windows and other openings are closed and securely locked or fastened; and
- c. any immobilisers and alarms are in operation and in working order; and
- d. all keys are removed from the Vehicle; and

We will not make any payment under this Policy in respect of loss or Damage caused whilst You are not in full compliance with these conditions. However, We will still cover You in full if You can demonstrate that Your failure to comply with the requirements above could not have increased the risk of loss or Damage in the circumstances in which it occurred.

Notwithstanding the above the **Own Unattended Vehicles Exclusion applies as per General Exclusion 3.22** .

## **13. Reasonable care**

You, including Your Employees, must exercise reasonable precautions to prevent, minimise or mitigate any Damage that might be, or which might lead to a liability that might be, covered under this Policy. We will not make any payment if You or Your Employee fails to do so, unless You can demonstrate that such failure to exercise such precautions could not have increased the risk of Damage in the circumstances in which it occurred.

We will pay up to £500 any one Event for costs incurred by You to prevent or minimise Damage that would be likely to lead to a liability under this Policy, where such costs were incurred:

- a. with Our prior consent; or
- b. where it was not possible to obtain Our prior consent, but where it was necessary to incur such costs and You notified Us of them as soon as reasonably possible.

## **14. Several liability**

Where this Policy is underwritten by more than one insurer, the liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer, nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

## **15. Waiver of subrogation**

We waive any right of subrogation We may have against any associated or subsidiary company of You. You shall not waive any right of subrogation or recourse against any third party without Our prior written consent.

## 5. Claims Conditions

The claims conditions below are conditions precedent to Our liability under this Policy. We will not make any payment in respect of any claim under this Policy unless You comply strictly with the conditions below.

### 1. Notification

You must notify Us as soon as reasonably possible of any:

- a. claim or threatened claim; or
- b. anything likely to lead to a claim; or
- c. Damage,

that is likely to be covered under this Policy.

Notification must be made using the details shown on the Schedule. If You fail to notify in accordance with this condition, We will still cover the claim or loss provided that You notify Us within three months of when You first became aware of it provided We have not suffered any prejudice as a result of the delay in notification.

### 2. Correspondence

You must:

- a. hold any party who has (or may have) a liability in respect of the claim, incident or occurrence responsible, including giving written notice in due time and ensuring any time limit is adequately protected; and
- b. forward all correspondence relating to the claim, incident or occurrence to Us immediately on receipt; and
- c. notify the police immediately of any loss or Damage caused by theft or malicious damage and keep a note of the incident reference.

### 3. Recoveries

You must take all reasonable steps, including providing Us with co-operation and assistance, to recover any amounts payable by Us under this Policy from any third party.

### 4. Control of claims

- a. You must give Us, at Your own expense, all information and co-operation We require in respect of any claim or loss covered under this Policy.
- b. We have the right but not the obligation to take control of and conduct in Your name the defence, investigation and settlement of any claim, including the appointment of solicitors or other professional advisors.
- c. You must not make any admission of liability or make any offers, payments or concessions in relation to a covered claim without Our written consent.

### 5. Repair and replacement

In the event of any Damage covered under this Policy, We may at Our sole discretion elect to repair or replace any items that have suffered Damage.

### 6. Subrogation

If We make payment under this Policy, any rights of recovery You may have against any third party shall be subrogated to Us. If the amount of any recovered monies exceeds the amount paid by Us under this Policy, We shall pay the excess to You.

### 7. Fraudulent claims

In the event that You, or anyone on Your behalf, makes a fraudulent claim or deliberately gives Us false information when making a claim under this Policy, We shall be entitled to issue a notice to terminate this Policy with effect from the date of the fraudulent act or provision of false information. You shall be required to repay any payment already made by Us in relation to the fraudulent claim and any subsequent claims, although We shall still cover You in respect of legitimate claims made before the date of the fraudulent act. We shall not be required to return any of the premium to You.

## 6. Complaints

If You wish to make a complaint, in the first instance please contact The Fiducia MGA Co Ltd, Pat Dickinson [pat@fiduciamga.co.uk](mailto:pat@fiduciamga.co.uk) or write to The Fiducia MGA Co Ltd at the address shown on the back cover of this Policy.

**In the event that You remain dissatisfied** it may be possible in certain circumstances for You to refer the matter to the Complaints team at Lloyd's as follows:

Address: Complaints, Lloyd's, One Lime Street, London, EC3M 7HA  
Telephone: 020 7327 5693  
Fax: 020 7327 5225  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

**If You remain dissatisfied after Lloyd's has considered Your complaint, You may have the right to refer Your complaint to one of the following:**

**a) United Kingdom: the Financial Ombudsman Service (FOS).**

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

**b) Channel Islands: the Channel Islands Financial Ombudsman.**

The Channel Islands Financial Ombudsman is an independent service in the Channel Islands for settling disputes between consumers and businesses providing financial services. You can find more information on the Channel Islands Financial Ombudsman at [www.ci-fo.org/](http://www.ci-fo.org/)

Address: Channel Islands Financial Ombudsman, P O Box 114, Jersey, JE4 9QG  
Jersey local phone: 01534 748610  
Guernsey local phone: 01481 722218  
International phone: +44 1534 748610  
E-mail: [enquiries@ci-fo.org](mailto:enquiries@ci-fo.org)

**c) Isle of Man: the Isle of Man Financial Services Ombudsman Scheme.**

The Isle of Man Financial Services Ombudsman Scheme is an independent service in the Isle of Man for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Services Ombudsman Scheme at [www.gov.im/oft/ombudsman/](http://www.gov.im/oft/ombudsman/)

Address: Isle of Man Financial Services Ombudsman Scheme, Government Buildings, Lord Street, Douglas, Isle of Man, IM1 1LE  
Telephone: 01624 686500  
E-mail: [ombudsman@oimoft.gov.im](mailto:ombudsman@oimoft.gov.im)



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