

Goods in Transit (Haulage) insurance policy wording

Welcome to your Admiral business policy

This is **our Goods** in Transit (Haulage) 'Policy Wording,' which gives an oversight to the sections that will follow and will vary depending on the covers **you** select.

Our agreement with you

Thank **you** for choosing Admiral business as **your insurer**.

In return for **you** paying the appropriate premium and complying with the terms and conditions of the **policy**, **we** agree to cover **you** in accordance with the terms of the **policy**.

Where **you** have purchased this policy directly from **us**, please contact **us** to make any amendments, notify a **claim** or make a complaint in relation to **us**.

Where **you** have purchased this policy from a broker or intermediary, please contact them regarding any amendments, to notify a claim or to make a complaint in relation to them, unless otherwise advised by **your** broker or intermediary

Some things to know about your Policy

Your Policy is made up of:

- General Terms and Conditions (within this document) that detail the contractual insurance relationship between **you** and **us**.
- A '**Schedule**' which is where **you** will find the active sections of the **policy** that **you** have purchased along with the limits of **our cover** and any **excess** or **endorsements** that detail specific changes to the standard terms of the **policy** that are specific to **your** cover.
- A '**Policy Wording**' (this document) that will give **you** a greater understanding of the cover that **you** have bought and will also include some general limits and **excesses**.
- 'Statement of Fact.'
- 'Summary of Cover.'

These **documents** (whether physical or electronic) form the contract between **you** and **us**. Please keep them in a safe place.

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Data protection statement

To view **our data** protection **policy**, please click on the following link:

[Privacy and Security Policy – Admiral](#)

Important notes

Fraud prevention and detection

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

- Check **your** personal **data** against counter fraud systems.
- Use **your** information to search against various publicly available and third-party resources.
- Use industry fraud tools including undertaking credit searches and to review **your claims** history.
- Share information about **you** with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other **insurers** and other interested parties.

If **you** provide false or inaccurate information and fraud is identified, the **matter** will be investigated, and appropriate action taken. This may result in **your** case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. **You** may face fines or criminal prosecution. In addition, **we** may register **your** name on the Insurance Fraud Register, an industry-wide fraud database.

Claims history

We may pass information relating to **claims** or potential **claims** to the **Claims** and Underwriting Exchange Register (CUE), where the **data** is controlled by the Motor Insurers' Bureau, and other relevant databases. **we** and other **insurers** may search these databases when **you** apply for insurance, when **claims** or potential **claims** are notified to **us** 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**. This helps to check information provided and prevent fraudulent **claims**.

Section 1 Definitions

In this **policy**, **we** use definitions and headings. The definitions are in **bold print** and explain the meaning of particular words. **You** can find definitions below.

All risks cover

The insurance policy covers any insurance event unless specifically excluded in the wording.

Authorities

Any central or local government or agency of such government.

Electronic Business Equipment

Electronic devices and systems owned, leased, or used by You in the course of business operations, including but not limited to computers, laptops, monitors, printers, scanners, photocopiers, telecommunication devices, point-of-sale (POS) systems, servers, and associated peripheral equipment.

Claim(s)

Claim means: the receipt by **you** of any written or verbal notice of demand for compensation made by a third party against **you**; or

Any writ, statement of **claim**, **claim** form, summons, application or other originating legal or arbitral process whether civil or criminal, cross **claim**, counter **claim** or third- or similar-party notice served upon **you**; or

Any notice of intention, whether orally or in writing, to commence legal proceedings against **you**.

Consequential Loss

Business interruption, increased cost of working, loss of production, loss of profits, loss of market and/or any other type of indirect or financial loss.

Container(s)

Any demountable carrying unit (including any ISO **container**, tank **container** or flat rack).

Employee(s)

Anyone who is, or was at the time of any act, incident, or **Insured event**, under a contract of service or apprenticeship with You, whilst working under Your direct control and supervision in the course of your business.

Excess

The amount shown on the **Schedule** as the '**Excess**'. This is the amount You must pay towards any **claim** settlement.

Excluded Goods

A) Money, B) **Live animals**, C) Precious metals and/or precious stones.

Goods

Goods and/or merchandise carried for Hire and Reward.

Home

Permanent buildings listed as your **home** address on your policy **schedule** including any permanent outbuildings within the defined boundary of the property at the same location.

Incorrectly Received Goods

Goods and/or merchandise (but not **Containers** and/or Trailers) in Your care, custody or control having been mistakenly identified by You or any **Employee** as **Goods**.

Insured Contracts

The contract conditions which You have agreed with Your Customer and which would not have applied in the absence of such agreement) shown as covered in the **Schedule**.

Insured event

Fire, theft or damage to or **mis-delivery** of **Goods**.

Legal Costs

Any costs awarded against You or otherwise payable by You to other parties and Your legal fees, costs and expenses but only: A) in respect of that part of any dispute agreed by Us to be covered by this policy and; B) where We have exercised Our option under **Claims**

condition 7 to take over and conduct in Your name investigation, negotiation, settlement of and litigation in respect of the **claim**.

Live animals

Livestock or any living animal.

Mis-delivery

Failure to deliver **Goods** in accordance with Your Customers' proper instructions by reason of any negligent: a) act and/or; b) error and/or; c) omission; by **You**, any **Employee** and/or **Subcontractor**.

Own Goods

Goods, equipment and/or merchandise owned by or hired, leased or loaned to **You** and relating to Your business as a road haulier.

Period of Insurance

The **period of insurance** shown in the **Schedule**.

Pollution / Pollutant

Pollution or contamination of buildings, other structures, land, water, or the air by any electronic, solid, liquid, gaseous or thermal irritant or contaminant. This includes any electromagnetic fields, noise, radio waves, smoke, vapor, water-borne disease, soot, fumes, acids, alkalis, chemicals, and waste.

Recorded Information

Record information is defined as: a) Documents, b) business and/or personal records; or, c) similar information represented or stored upon or within paper, optical, electronic and/or other storage media.

Road Transport

The carriage of **Goods** by the **Vehicle**, including loading, unloading and incidental transshipment and/or temporary storage (whether on or off the **Vehicle**) during the ordinary course of transit between the collection and delivery addresses specified in the contract of carriage.

Schedule

The document headed "**Schedule**" issued by Us.

Section Limit

The maximum amount We will pay under each Section of this policy for any claim or series of **claims** arising out of any one **Insured Event**.

Specified Contracts

Contracts agreed between **You** and Your Customers to deliver **goods** for hire and reward, within the **territorial limits** on an **All risks cover** basis.

Sub-limit

The maximum amount We will pay for any **claim** or series of **claims** arising out of any one **Insured Event**.

Subcontractor

Any party (other than an **Employee**) contracted to undertake or arrange **Road Transport** on Your behalf.

Terrorism

Any act including the use of force or violence or the threat thereof, by any person or group of persons (whether acting alone on behalf of, or in connection with any organisation or government) committed for political, religious, ideological or similar purposes (including the intention to influence any government or to put the public or any section of the public in fear).

Territorial Limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Total sum insured

The **total sum insured** as shown in **your schedule** is the maximum amount **we** will pay for any **claim** or series of **claims** arising from the same **insured event**.

Under Constant Surveillance

Where You, any **Employee**, **Subcontractor**, **Subcontractor's employee**, or professional security guard have the **Goods** (or any **Vehicle** on which it is loaded) under constant observation and at the same time have a reasonable prospect of preventing any unauthorised interference with the **Goods** and/or **Vehicle**.

Vehicle

Any motor **vehicle** (other than a motorcycle, e-bikes or e-scooters), motor **vehicle** and attached Trailer.

We, Us, Our

Able Insurance Services limited trading as Admiral Business and/or the underwriters.

You, Your, Policyholder

The person named as the policyholder on the policy **Schedule**.

Your Customer

The party contracting You to perform **Road Transport**.

Section 2 Goods in Transit (Haulage)

What is covered

Cover

You will be covered for **All Risks cover** up to the **total sum insured** shown in the **schedule** as follow:

1. Loss or damage

For **Your** liability under contract in respect of the carriage of goods for hire and reward, and within the **territorial limits**.

2. Mis-delivery

3. Consequential Loss and accidental delay

We will cover **your** liability under any contract for the carriage of goods, for hire and reward, and within the **Territorial limits**, or for **Consequential Loss** arising from:

- a. Loss or damage as described in Cover 1 (Loss or damage) or Cover 2 (**Mis-delivery**) provided that **Your** liability for the loss, damage or **Mis-delivery** is covered by this Section and **We** have admitted liability for it under this policy.
- b. Accidental delay in delivering **Goods** occurring during the **Period of Insurance**.

We will not pay more than twice the amount charged by **You** for the **Road Transport** of the **Goods** lost, damaged, mis-delivered or delayed.

This cover is subject to a **Sub-limit** of £5,000 any one **claim**.

4. Redirection costs

for reasonable additional freight costs incurred by **You** in redirecting **Goods** that has been misdirected as the result of an error committed by **You**, any **employee**, any **Subcontractor** or any **Subcontractor's employee** during the **Period of Insurance**.

You are not covered for extra costs incurred by **You** for use of any expedited method of redirecting the **Goods** unless agreed by **Us** beforehand.

This cover is subject to a **Sub-limit** of £5,000 any one claim.

5. Handheld Scanners

This cover is subject to a **Sub-limit** of £5,000 any one claim.

6. Transshipment and removal costs

for reasonable costs incurred by **You** following damage to **Goods** and/or Third Party Equipment for which **We** have admitted liability under this Section of the policy or an accident to any **Vehicle** occurring within the Geographical Limits during the **Period of insurance** for:

- a. transshipment and/or recovery of **Goods** and/or Third Party Equipment and/or;
- b. removal and/or clearance of damaged **Goods**, and/or Third Party Equipment from the site of the accident and/or;
- c. disposal of damaged **Goods** and/or Third Party Equipment provided Your liability for the damage to the **Goods** and/or Third Party Equipment is covered under this Section and **We** have admitted liability under this policy for such damage.

This cover is subject to a **Sub-limit** of £5,000 any one claim.

7. Recorded Information

for **Your** liability under the **Insured Contracts** under which **You** contracted with **Your** customer or; for physical loss of or damage to **Recorded Information** during **Road Transport** occurring within **the territorial Limits** during the **Period of Insurance**.

This cover is subject to a **Sub-limit** of:

- a. £1,000 any one claim.

but **we** will not pay more than the:

1. replacement cost of the medium upon and/or within which such **Recorded Information** was represented or stored and;

2. clerical and/or administrative cost of copying such **Recorded Information** on to fresh stationery or other storage medium.

8. Incorrectly Received Goods

For **Your** liability for physical loss of or damage to **Incorrectly Received Goods** occurring within the Geographical Limits during the **Period of Insurance**.

This cover is subject to a **Sub-limit** of £5,000 any one **claim**.

9. Legal Costs

For **Legal Costs**.

Exclusions

You are not covered for any **claim**:

10. Excluded Goods

In respect of **Excluded Goods**.

11. Excluded Business Activities

In respect of:

- a. **Goods** whilst stored at a rental, or under a contract for storage and distribution, or held awaiting delivery instructions, or held for any other reason at the request of **Your Customer** or any other party.
- b. household, office, factory or similar removals arranged or undertaken by **you**.
- c. **Recorded Information** except as provided for in Cover 11 (**Recorded Information**) of Section 1 (**Goods Liability and Extensions**).
- d. **Live animals**.
- e. **Goods** whilst being driven under its own motive power except whilst being loaded onto or off-loaded from any **Vehicle**.

For the purposes of this exclusion 2 E) loading commences when the wheels or tracks of the **Goods** or **Own Goods** touch the ramp of the conveying **Vehicle** and

unloading ceases when the wheels or tracks leave the ramp of the conveying **Vehicle**.

- f. **Goods** or **Own Goods** being towed other than on a Trailer.
- g. property other than **Goods**, **Own Goods**, and/or Third Party Equipment.
- h. Any activity outside of the **territorial limits**.

12. Cover is excluded under the following circumstances for:

- a. Loss caused by a quality in the items being transported that causes it to damage or destroy itself.
- b. Deterioration of **Goods** unless caused by fire, theft, or as a direct result of the collision or overturning of the conveying **Vehicle**.
- c. Hardening of tarmac, concrete or Goods of a similar nature.
- d. Liability or costs arising from the emission, discharge, dispersal, release or escape of any **Pollutant** into or upon land, sea, the atmosphere, any watercourse or body of water (including: soil, sub-soil, sub-surface, coastal waters, surface water, lake, river or sea water, international waters or ground water).

13. Subcontractors

In respect of:

- a. **Goods** Insured Trailers and/or Third Party Equipment in the care, custody or control of **Subcontractors** unless:
 - i. The respective section and,
 - ii. **Vehicles** of **Subcontractors**;

are shown in the **Schedule** as covered

- b. **Goods** entrusted to any **Subcontractor** unless they have agreed in writing to accept no less liability than **You** have for such **Goods**.

This exclusion does not apply to any **Subcontractor** when acting as a shipping line, airline, port, terminal, or railway operator.

14. Replacement exceeding manufacturing cost

In respect of cards (including credit, charge, debit cards and items in similar form), vouchers, tokens or similar items entitling the holder to receipt of services, money or **goods**; tax or duty stamps, tickets, scratch cards or similar items for more than the manufacturing cost of any such item.

15. Misconduct

Caused by or arising from any reckless or willful misconduct by **You** and/or any of **Your** directors or partners

16. War and radioactivity

Caused by, or contributed to by, or arising from:

- a. war, invasion, **Terrorism**, act of foreign enemy, hostilities (whether war be declared or not), military or usurped power, revolution, rebellion, insurrection or civil war.
- b. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any:
 - i. Nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
 - ii. Radioactive matter, but not radioactive isotopes, other
 - iii. Than nuclear fuel, when such isotopes are carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
 - iv. Any chemical, biological, bio-chemical or electromagnetic weapon.

17. Authorities

- a. Caused by, or contributed to by, or arising from destruction, damage, confiscation, seizure, expropriation, nationalisation, detention or requisition by any Authority.
- b. For **Your** liability to any Authority for duty, taxes, fines and/or penalties.

18. Other insurance

That is covered by any other policy (or would but for the existence of this policy be covered under any other policy) except for the difference between the amount payable under such other policy and the amounts payable under this policy.

19. All risks

In respect of **All Risks cover** for:

- a. Loss or damage caused by or arising as a result of packing which was inadequate to withstand normal handling during transit.
- b. Wear, tear or gradual deterioration.
- c. Mechanical, electrical and/or electronic breakdown, failure and/or derangement.

20. Recorded Information

In respect of Cover 7 (**Recorded Information**) for:

- a. Loss of or damage to **Recorded Information** unless caused by physical loss or damage to the storage medium.
- b. The cost of retrieving and/or rebuilding and/or reworking any lost or damaged
- c. **Recorded Information** beyond the cost of copying.

21. Sanction Exclusion

To the extent that the provision of such cover would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom.

Section 3 Electronic Business Equipment

This is an optional section of cover. Please refer to **your schedule** to confirm whether **you** have cover and to what extent under this section.

What is covered

You are covered up to the **total sum insured** for **Electronic Business Equipment** that is damaged as a result of a road traffic accident.

You are also covered for damage to **Electronic Business Equipment** caused by fire, theft, or attempted theft:

- from a **vehicle**,
- from the **home**, or
- while being carried or used by you away from the **home** or **vehicle**.

The amount we will pay shall be the lesser of:

- the replacement value if the **Electronic Business Equipment** cannot be repaired in a cost-effective manner;
- the cost to replace the damaged part of **the Electronic Business Equipment**; or
- the cost of repair.

For replacement value, we will pay the original purchase price as stated on your purchase receipt or invoice.

Exclusions

Specified Property

The following property is not covered:

- Money, credit or debit cards, stamps, tickets, vouchers, securities, or similar items.

- Documents, images, or business records (including those stored electronically).
- Loss of data stored on any device.
- Games consoles or personal entertainment devices.
- Items primarily designed for personal use, unless declared as **Electronic Business Equipment** (e.g., digital cameras, professional audio equipment, specialist electronic devices used in creative or service-based trades).

Unattended Vehicle

We will not pay for **Electronic Business Equipment** stolen or damaged by attempted theft from an unattended **vehicle** unless:

- All doors, windows, or other openings were securely locked, and keys removed; and
- The **vehicle** was not left unattended for more than 24 consecutive hours at any location other than the **home** address, unless kept in a locked garage or secure site.

No Evidence of Forced or Violent Entry

We will not pay any **claim** for theft from the **home** or **vehicle** where there is no evidence of forced or violent entry.

Specific Exclusions

We will not pay for **Electronic Business Equipment**:

- Stolen from an unattended **home** where doors or windows were not securely locked.
- Damaged or destroyed due to poor packaging or unsafe/insecure/illegal transport.
- Carried under a contract of hire, reward, handling, or storage.
- Suffering mechanical, electrical, or electronic failure unless external damage covered under this policy has occurred.
- Damaged or destroyed due to deterioration, mildew, mould, moth, vermin, wear and tear, or any inherent defect.
- Where any available security/tracking feature (e.g., passcode, "Find My Device") was not activated.

- With pre-existing damage or wear and tear unless further damage occurred during an **insured event**.
- That is covered under any other insurance (except for any **excess** beyond what would have been paid by that policy).
- If required information is not provided to us.
- Where theft occurred and reasonable care to prevent it was not taken (e.g., item left unattended in a public place).

Consequential Loss

We do not cover any **consequential loss** or damage not directly resulting from the insured incident.

Section Conditions

Care of Vehicle, Home and Property

You must:

- Take reasonable care to protect the **vehicle, home**, and property from loss or damage.
- Activate any available device security or tracing functionality (e.g., passcode, "Find My Phone").
- Allow us to inspect the **vehicle** or **home** at any reasonable time.
- Ensure the **vehicle** is roadworthy.
- Remove keys or secure access devices when the **vehicle** is unattended.
- We will not pay any **claims** where:
- You failed to protect the **vehicle, home**, or property;
- Loss or damage was caused by the driver's inappropriate conduct;
- The condition of the **vehicle** contributed to the accident; or

- The **vehicle** or **home** was left unlocked or unsecured.

Notification to the Police

You must report any malicious damage, theft, or attempted theft to the police as soon as you are aware of it and obtain a crime reference number.

General Conditions

Presentation of the risk

1. Before any cover under this **Policy** can start, renew or whenever changes are made to it, **You** must provide **Us** with a 'fair presentation of the risk' to be insured.

The presentation must:

- a. Include all material facts which are known, or ought to be known, by **You**, **Your** senior management or anyone arranging the Policy on **Your** behalf;
- b. Be made following a reasonable search; and,
- c. Be reasonably clear and accessible.
- d. This is the information that **We** have taken from You during the quotation process and any subsequent communication that **We** had where **We** have needed to clarify points, either on the phone or via emails.

Failure when presenting the risk which is deliberate or reckless

2. If You deliberately or recklessly fail to comply with the obligation under General Condition 1. above, **We** can avoid the **Policy**. **We** will be entitled to:
 - a. Refuse to cover any **claim** under the **Policy** and treat it as if it never came into existence;
 - b. Require **You** to repay all payments already made by Us under the **Policy**; and
 - c. Keep any premium payments **You** have made.

Failure when presenting the risk which is neither deliberate nor reckless

3. If **You** fail to comply with the obligation under General Condition 1. above, but the failure was neither deliberate nor reckless, **Our** rights will depend upon what would have happened if **You** had provided a fair presentation.

If **We** would have:

- a. Refused to insure **You**, **We** can avoid the **Policy**. This means **We** will have the rights under 2.a. and 2.b. above, although **We** will return any premium payments **You** have made;
- b. Insured **You**, but the terms of the **Policy** would have been different, the **Policy** will remain in force as if those alternative terms had applied since the start of the **Period of Insurance**. This does not apply to anything that only affects the premium; or
- c. Insured **You**, but charged a higher premium, the amount **We** pay for any **claim** under the **Policy** will be proportionately reduced or **We** will require any additional premium to be paid by **You** prior to settling the **claim**, by reference to the difference between the premium charged and the premium **We** would have charged if **You** had provided a fair presentation.

We will apply the following calculation to any proportionate reduction:
(Actual premium charged divided Premium **We** would have charged) multiplied by the amount of the **claim**. Please note that both b. and c. above can apply at the same time.

Change of risk

4. If during the **Period of Insurance** there are any material changes or additions to the information contained in the presentation of the risk, **You** must let **Us** know as soon as possible. **We** may:
- a. Confirm the **Policy** remains in force with no changes.
 - b. Change the terms of the **Policy**, including the premium and any **Excess**; or
 - c. Cancel the **Policy** with effect from the date of the material changes or additions if the new information that **You** have provided to **Us** means that **We** would not offer an insurance quote. **We** do not cover any changes to the Business unless **You** have told **Us** about them and **We** have agreed to provide cover.

Reasonable precautions

You must at **Your** expense:

- a. Take all reasonable precautions to prevent or minimise the likelihood of any act, incident or event that could lead to a **claim** under this **Policy**;
- b. Ensure that all **Property** covered under the **Policy** is maintained in a good state of repair;
- c. Exercise reasonable care in the selection of **Employees** and give them adequate resources and training to maintain a sufficient level of competence to fulfil their duties;
- d. Comply with all relevant legal requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of **Property** and people;
- e. Take all reasonable precautions to prevent unauthorised use of or access to **Your** records, Computer System and website; and
- f. Ensure all Data is backed up.

We do not cover any **claim**, loss or liability arising while **You** are not in full compliance with these conditions. However, **We** will still cover **You** if **You** can prove that **Your** failure could not have increased the risk of the **claim** or loss arising.

Amounts payable

The maximum amount **We** will pay for any **claim** will be the lesser of any applicable:

- a. **Section Limit**; or,
- b. **Sub-limit**;

less the applicable **Excess** and any applicable co-insurance.

Any amounts payable for **Legal Costs** will be paid in addition to the applicable **Section Limit**

and/or **Sub-limit**.

If **Your** liability for any **claim** covered by this policy exceeds such **Section Limit** or **Sub-limit** then **We** will not pay more than that proportion of the **Legal Costs** that **Our** liability under this policy bears to the total amount (excluding **Legal Costs**) payable to **You**.

At **Our** option **We** will at any time pay:

- a. the applicable Section Limit or Sub-limit (less any sums already paid); or,
- b. any lesser amount for which the claim against You may be settled.

We will then relinquish control of such **claim** and have no further liability in respect of it except for the **Legal Costs** incurred prior to the date of such payment.

All Risks

This condition applies only to **Goods** for which cover is provided under Item 2 (Full Responsibility) of the **Insured Contracts** and Insured Conventions shown in the **Schedule**. In any case **We** will not pay more than:

- a. The value of the lost or damaged **Goods**; or,
- b. The cost of repairing or re-instating the lost or damaged **Goods**; or,
- c. The value of any part of the **Goods** which is actually lost or damaged regardless of whether it affects the value of other parts of the **Goods** whichever is the least (less the applicable **Excess** and any applicable co-insurance) in respect of **Your** liability for physical loss or damage to **Goods**.

The value of the **Goods** lost or damaged means the invoice value of the lost or damaged **Goods** if it has been sold or in any other circumstances its replacement cost to the **Goods** owner at the commencement of the **Road Transport** including any duties or taxes paid or payable in respect of the **Goods**.

Interests of third parties

Where **You** are required under any mortgage, lease, hire or hire purchase agreement to include the interest of any third party under this **Policy**, **We** will note the interest of such third party provided **You** tell **Us** about their interest as soon as possible.

Informing the Police

You must notify the Police immediately in the event of any **claim** under the **Policy** arising from:

- a. Vandalism;
- b. Theft or attempted theft; or

If **You** do not, **We** will not cover any **claim** connected to the incident.

Information

You must let **Us** have, at **Your** expense, any information and assistance that **We** reasonably require in relation to any **claim** under the **Policy**.

No admissions

In respect of any **claim** against **You**, **We** will not make any payment if **You** make any admission of liability, payment, offer of settlement or incur any costs or expenses without **Our** prior written agreement.

Recoveries

You must give **Us** all information and assistance **We** reasonably require to pursue a recovery against any third party of any payment **We** have made under the **Policy**. **We** will not exercise any right of recovery against Your partners, directors, executive officers or **Employees**, unless the **claim** or loss arose as a result of, or was contributed to by, that person's dishonest, malicious, fraudulent or criminal act or omission.

Defence of claims

For any **claim** against **You** that is covered under the **Policy**, **We** have the right to:

- a. Conduct the defence of the **claim**;
- b. Instruct legal advisors or other suitable experts; and
- c. Agree a settlement of the **claim**.

Maximum payment

The most **We** will pay for any **claim** under the **Policy** (including any **sub limits**) is the amount of cover shown in that section or sum insured shown on the **Schedule**. **We** can pay **You** such maximum amount (or the balance after any previous payments have been taken

into account) at any time. If **We** make such a payment, **We** will have no further involvement in that **claim** or loss, including in the defence of any **claim**.

Value Added Tax

Where **You** are accountable to tax **authorities** for any Value Added Tax (VAT), any payment **We** make under this **Policy** will not include such tax.

Non-compliance with conditions

Unless a more specific solution is set out, if **You** fail to comply with any condition within this **Policy**, **We** will reduce the amount **We** pay to reflect the extent to which the loss or damage has increased as a result of **Your** failure to comply with the condition.

Legal representative appointed by us

Neither **You** or **Us** will be required to contest any legal proceedings unless a legal representative appointed by Us advises that taking such action has a reasonable prospect of success, taking into consideration the economics of the matter, the damages and costs which are likely to be recovered by the claimant, the likely costs and the prospects of **You** successfully defending the **claim**.

Fraudulent claims

If **You** or someone acting on **Your** behalf makes a fraudulent or exaggerated **claim**,

We will:

- a. Not cover that **claim**, loss or liability;
- b. Serve notice to terminate the Policy with effect from the date of the fraudulent or dishonest act;
- c. Require **You** to repay any payments already made in relation to:
- d. the fraudulent or exaggerated **claim**; or
- e. any **claim** made after the date of the fraudulent or exaggerated **claim**; and
- f. Keep all premium payments.

Who Is Your Insurer?

Your Policy is arranged by Admiral Business, a trading name of Able Insurance Services Limited, on behalf of Admiral Insurance (Gibraltar) Limited.

Section 4 How to make a claim

How to Report a Claim

If you need to report a claim, please either:

Complete and return the relevant claims form at www.admiralbusiness.com/make-a-claim.

Email your claim details to claims@admiralbusiness.com.

Call 020 3808 7099 to report your claim.

You must report any claim you wish to bring under this policy, any claim made against you, or any incident or act that could result in a claim, as soon as reasonably possible, and in any case, within 14 days of becoming aware of the event. If you fail to report the claim within this timeframe, it may not be covered under this policy.

Section 5 Cancellation

This cover ends automatically as soon as one of the following happens:

- If **you** fail to make **your** agreed monthly payments.
- If **you** don't renew the **policy** before the expiry date as shown in **your policy schedule**.
- If **your policy** is cancelled due to fraud, dishonesty or non-compliance with **policy** conditions.

Your rights

- **You** can cancel **your policy** at any time by calling **our** customer service team.
- If **you** cancel before the **policy** inception date, **you** will be entitled to a full refund of premium.
- Once cover has commenced, **you** will be charged for each month or partial month used.

- For customers paying annually, **you** will be entitled to a refund of full unused months.
- For customers paying monthly, **you** will not be charged any further payment after the **policy** has been cancelled. Please note: There is no refund for partially unused months.

Example of charges:

- If **your** annual premium is £120, each month will represent £10 of premium (£120/12 = £10 per month).
- If **you** cancel the **policy** during the 1st month of cover, **you** will receive a refund of 11 full unused months = £110 refund.
- If **you** cancel the **policy** during the 5th month of cover, **you** will receive a refund of 6 full unused months = £60 refund.

For the purposes of cancellation charges a month will run e.g. If **your policy** start date is the 5th of the month, the new month will be calculated from the 5th of the following month regardless of how many days are in the particular month.

If **you** made a **claim** during the **period of insurance**, the full premium is payable, and no refund will be given.

Our rights

We may cancel this **policy** at any time by sending 7 days' notice in writing if:

- **You** are in breach of any of the conditions of this **policy**.
- **You** fail to respond to written requests for further information or documentation.
- **You** don't pay any monies owed.
- If **we** cancel **your policy**, **you'll** be charged in line with the cancellation charges set out above.
- If **you** or anyone acting for **you** misleads **us** during the **policy** in a way that would impact either the terms and conditions or **our** ability to offer cover, **your policy** and any other policies **you** have with **us** will be cancelled and **you** won't get a refund.

We will at **our** option cancel the **policy** from the original inception of this insurance if a false declaration or statement is made or fraudulent device put forward.

Section 6 How to make a complaint

We are fully committed to giving **you** a first-class level of service. But if **you** ever feel like **we** have fallen short of the mark, please address **your** concerns or complaints to:

Complaint Manager
Admiral Business Complaint Manager
Able Insurance Services Limited
Ty Admiral
David Street
Cardiff
CF10 2EH

Tel: 020 3808 7099

Email: complaints@admiralbusiness.com

If **we've** given **you our** final response but **you're** still unhappy, or more than 8 weeks have passed since **we** received **your** original complaint, **you** can refer **your** complaint to the Financial Ombudsman Service (FOS). Here are their details:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: **0800 023 4567**

Or **0300 123 9123**

Email: complaint.info@financialombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Section 7 Extra Information about your policy

Rest assured, any decision **we** make in respect of a **claim** made by **you** under this product has no bearing on any decision **we** may make in respect of any other **policy you** may have with **us**.

Governing law and language

This insurance shall be subject to English Law, unless specifically agreed otherwise. All communication is to be conducted in English.

Transfer of your policy

You can't transfer **your** rights or interests in this **policy** to anyone else. This **policy** won't have any value at the end date or if it is cancelled.

Rights of third parties

This agreement is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person in accordance with the Contracts (Rights of Third parties) Act 1999 or otherwise.

Rights of recovery

Upon conclusion of a **claim** under this **policy**, **we** can take over and if necessary, conduct proceedings in **your** name to recover any amount paid from the responsible party (e.g. another insurance company).

Providers and suppliers

Admiral Business is a Trading Name of Able Insurance Services Limited (Registered in England and Wales, Reg No. 02890075) registered office is Ty Admiral, David Street, Cardiff, United Kingdom, CF10 2EH. **Admiral Business** is authorised and registered by the Financial Conduct Authority (Firm Reference Number: 311649).

Admiral Insurance (Gibraltar) Limited is licensed and regulated by the Gibraltar Financial Services Commission under the Financial Services (Insurance Companies) Act 1987 of Gibraltar.

The Financial Services Compensation Scheme

We are **members** of the Financial Services Compensation Scheme. If **we** are unable to meet **our** obligations **you** may be entitled to compensation from the scheme, depending on the type of insurance and **circumstances** of the **claim**. Cover for the **claim** or **policy** is provided at 90%.

You can get more information about the compensation scheme arrangements from the FSCS.

The contact information is:

The FSCS
10th Floor, Beaufort House
15 St Botolph Street
London
EC3A 7QU

Tel: 0207 741 4100 or 0800 678 1100

Email: enquiries@fscs.org.uk