

# Policy Summary

## About this Document

Please note that this is a policy summary. It does not contain the full terms and conditions of the contract of insurance. These can be found in the policy document, a copy of which can be supplied on request.

## About the CTI Scheme

Combined Truck Insurance is a unique scheme for the independent haulier covering all of their insurance needs in one policy. It is designed for those businesses with no more than five trucks over 7.5 T and one service van.

## Key Features include

- A single portfolio of documents that includes Motor, Goods in Transit, Employers and Public liability, Personal Accident and Loss of Licence, Engineering, Legal Expenses and Breakdown.
- You must take motor and legal expenses but you do not need to take any other section.
- The insurers on the portfolio include Aviva Insurance Limited, Equity Red Star, Royal & Sun Alliance, Fortis and RAC Insurance Ltd.
- Because the scheme is designed to reduce the insurer's administration the reduction in their costs is passed back into the scheme by way of reduced rates.
- Premiums can be payable in up to 10 instalments at a low rate of interest.
- Risk Management advice and driver training can be provided as part of the package at no additional cost.

## Duration of Portfolio

The portfolio of insurance is valid for 12 months from the date of commencement. If a new section is added mid-year it will remain in force until the anniversary of the original Portfolio commencement date.

## Policy Cover

### Motor – Section MV1:

- Choice of Comprehensive, including windscreen; Third Party, Fire and Theft, Third Party Only, Accidental Damage Laid Up Fire and Theft or Laid Up Fire and Theft. Different vehicles can have different cover.
- Minimum accidental damage excess £500.00. An additional excess may be applied for young and inexperienced drivers. This excess is in addition to any loading that may be added to specific drivers for driving offences and adverse claims experience.
- Cover against the costs of defending proceedings or the cost of prosecutions awarded against you under the Health & Safety at Work Act 1974 (limit: £100,000) or the Corporate Manslaughter & Corporate Homicide Act 2007 (limit: Unlimited).
- Cover for other drivers available (subject to a completed driver declaration).
- Includes cover for attached or accidentally detached trailers.
- The policy excludes claims for liability entered into by contract, unless you would have the same liability in the absence of having entered into a contract.
- Cover included for minimum European Union requirements automatically whilst vehicle is overseas. Full cover whilst abroad is available for a small additional premium.

- Damage to other peoples property is covered to a maximum of £5,000,000 with an option to increase this by a further £5,000,000 (making £10,000,000 in all) under the Public Liability policy.
- If you are a contracted or franchised haulier working for Carillion, Tarmac, Hanson, Midland Quarry Products, Lafarge or Aggregate Industries, full airside liability cover is provided to a limit of £5,000,000, otherwise no cover is provided unless required by law under the Road Traffic Acts.
- Cover for High Category Hazardous Goods or Hazardous locations limited to £1,000,000 unless a contracted or franchised haulier working for Carillion, Tarmac, Hanson or Aggregate Industries where the cover is £5,000,000.

#### **Goods in Transit – Section GT1:**

- Choice of either Full Responsibility (at a limit of indemnity of your choice) or RHA with CMR included.
- Policy excess of either £50 or £250, depending upon the cover chosen.
- Cover includes personal effects in the cab to a maximum of £850 with a £100 excess.
- Includes breaking in, breaking out, or removal of solidifying concrete or mortar including consequential damage to mixer-drum following breakdown, overturning or accident to the conveying vehicle.
- Includes removal or disposal of goods (coated stone, salt, tarmac, low-value agricultural products and similar) due to deterioration following breakdown, overturning or accident to the conveying vehicle.
- Includes damage to containers that you do not own or lease.
- You must ensure that employees and subcontractors are who they say they are and are of good character

#### **Employer's Liability – Section CL1 Part 1:**

- Standard Policy Limit £10,000,000
- Includes unsatisfied court judgements and compensation for court attendance
- Separate Legal Defence section automatically included to cover Health and Safety defence costs.

#### **Public Liability – Section CL1 Part 2:**

- Policy limit of your choice (minimum £2,000,000)
- Unless another figure is set out in your statement of cover, the policy is subject to a property damage excess of £Nil
- Includes cover for use of plant as a tool of trade
- Cover is provided for liability for damage to premises leased or rented to you in circumstances where liability would attach in the absence of an agreement
- Covers liability for defective products supplied by you
- Includes contingent motor liability
- Includes compensation for court attendance
- Includes cover for breach of the Data Protection Act 1998
- Separate Legal Defence section (LD1) automatically included to cover Health and Safety and Consumer Protection Act defence costs.
- Cover excludes loss or damage caused by concrete or concrete products supplied
- Skips are subject to an endorsement requiring precautions to be taken when left on the side of a road, excluding liability for toxic materials and requiring other materials to be tipped at licensed facilities.
- Option to provide cover by endorsement to increase the maximum limit of indemnity for motor accidents caused Third Party Property Damage arising out of the use of an insured vehicle to £10,000,000.

### **Business Property – Section BP1**

- You can select cover for the buildings or contents of your business premises
- Cover is provided for loss or damage to the building or the contents of any building at your premises and also loss or damage to any oil tank in the open.
- Cover can be extended to include laptop computer, mobile phones and employees' tools for an additional premium.
- Replacement of locks following the theft of keys is insured subject to a maximum of £500
- Cover is provided for damage to fixed glass at your premises
- Minimum security standards apply – please refer to the full policy wording for details

### **Business Interruption - Section BI1**

- Cover against losses arising from damage caused by an insured peril at your business premises that causes interference with or disruption to your business
- Choice of indemnity period
- Cover extends to losses arising from damage to your records that prevents you from tracing or establishing your customers' credit balances
- Cover for professional accountants charges for producing the information required by insurers in connection with a claim

### **Terrorism – Section TR1**

- Cover applies to Great Britain, the Channel Islands and the Isle of Man
- Choice of indemnity limits (but limited a maximum of £10,000,000 in the Channel Islands and the Isle of Man.

### **Engineering – Section EN1:**

- For lorry mounted cranes and grabs and Moffet Mounty type fork-lift installations.
- Annual inspection to comply with statutory requirements
- Cover also for breakdown which necessitates immediate repair or replacement before crane, grab or fork-truck can re-commence normal working up to a sum of £150,000
- Policy excess £100

### **Income Protection – Section IP1:**

#### **Policy Cover**

- 24 hour cover to protect against loss of income with a range of selectable benefits and section limits
- Cover can either be Personal Accident only, Personal Accident & Sickness and Personal Accident & Sickness and Loss of Licence cover
- Business travel cover available for international hauliers

#### **Significant and unusual exclusions or limitations**

- Standard deferred period of 14 days with other options available

#### **Conditions**

- Cover is subject to a declaration of health and may be offered excluding any illness or injury that existed on the date of entry into the scheme or at each renewal.
- Loss of licence is payable if the insured person is declared permanently unfit to drive or if they remain medically unfit to drive 12 months after withdrawal or following unsuccessful re-application, whichever comes first.

## Breakdown – Section BD1

- Cover is provided against mechanical and electrical breakdown (excluding breakdown due to fire, theft or attempted theft and vandalism). Cover includes roadside attendance for either 1 hour or 3 hours, depending upon the type of vehicle and, if deemed necessary by the breakdown organisation, towing to your base or your destination.
- Cover can be extended to include overseas breakdown expenses for an additional premium
- Cover excludes the following:
  - The first £35 of each claim
  - The cost of fuel or spare parts required to restore mobility of the vehicle
  - Claims within the first 24 hrs of the policy (48hrs in the case of recovery)
  - Claims for vehicles that are overweight or where the vehicle is being used on unsuitable terrain are excluded
  - Breakdowns due to running out of fuel, oil or water, frost damage, corrosion, unroadworthy wheels and tyres or incorrect or contaminated fuel are excluded.
  - The cost of repatriating a vehicle that is in Europe back to the UK
- The vehicle must have a valid MOT (if required), be licenced and insured
- The time-limit for roadside attendance starts to run when the vehicle recovery agent leaves his depot.

## Legal Expenses - Section LE1:

- Cover for legal costs of up to £100,000 for Road Traffic accidents where you or an authorised driver are not at fault and you wish to pursue a claim for damages.
- Cover is also provided to defend against motoring prosecutions and provide representation on licence issues. A Licence issue is an incident causing a refusal to renew, revocation of, suspension of or alteration in the terms of your Operators' large goods vehicle licence, Hackney carriage, Private Hire car or Taxi licence. Cover is also provided for claims for breach of agreement relating to the purchase, sale, service or repair of a vehicle.
- The maximum amount of cover provided for prosecution defence, licence issues and vehicle contract disputes is £10,000 during the period of insurance but there is no limit on the number of claims within the period.
- Cover excludes the following:
  - Costs incurred before RAC have confirmed acceptance of your claim in writing
  - Claims where RAC think there is no reasonable chance of success
  - Any deliberate illegal act or reckless conduct by you
  - Prosecutions for drink or drugs related offences
  - Prosecutions for parking offences
  - Claims due to vehicle defect
  - Legal costs, fines or penalties that a criminal court orders you to pay
- Representation on a "guilty" plea is at RAC's discretion.

## How to Claim

To make a claim (other than breakdown) please call 01952 298820. Please have your policy number to hand when calling.

For breakdown claims call the 24hr emergency helpline on +44 (0)845 275 1999 or +44 (0)1274 765068 if calling from a mobile 'phone

## Cancellation rights

You have the right to cancel your portfolio. If you wish to do so and the insurance cover has not yet commenced you will be entitled to a full refund of the premium.

If you wish to cancel cover that has already commenced then, within 14 days from the date of purchase of the contract or the day on which you receive your portfolio whichever is the later (and providing your motor vehicle has not been totally lost or destroyed), you will be entitled to a refund of premium calculated upon the following basis:

Length of time on cover not exceeding	Cancellation rebate percentage of annual premium
8 days	83%
14 days	80%
1 month	75%
2 months	70%
3 months	60%
4 months	50%
5 months	40%
6 months	30%
7 months	20%
8 months	15%
9 months	10%
10 months and over	0%

If you wish to cancel your portfolio more than 14 days from the date of purchase of the contract or the day on which you receive your portfolio document then you will receive a refund of premium calculated using the Cancellation Scale above only on the Motor and Income Protection sections of your portfolio (if applicable).

No refund of premium will be paid if you have made a claim under the Motor or Income protection sections of your portfolio.

Any rebate is calculated from the date your insurance intermediary receives the Certificate of Insurance or, if applicable, the lost certificate declaration from you. If you have bought Combined Liability cover as well you must also return your certificate of Employers' Liability insurance.

To exercise your right to cancel, please contact your insurance intermediary at their usual address and immediately return your Certificate of Insurance and Employers' Liability certificate (if issued).

You have no other cancellation rights under this portfolio.

## The Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme ("FSCS"). If we are unable to meet our obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

## **Complaints**

If you have any cause for complaint about this insurance you should write to the The Manager, Towergate Risk Solutions, Towergate House, Euston Park, Euston Way, Telford TF3 4LY

If you remain unhappy you should write to the Chief Executive of the insurer shown on the statement of cover. Towergate Risk Solutions, will provide the address.

If you continue to remain dissatisfied you can refer the matter to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

If you are insured through Equity Red Star and you have written to the Chief Executive and are still not happy with the way your complaint has been dealt with, you may contact the Policyholder & Market Assistance department at Lloyd's to review your case. Their address is: Policyholder & Market Assistance, Lloyd's Market Services, One Lime Street, London, EC3M 7HA.