

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 Towergate Commercial Fleet:

Towergate Commercial Fleet is a unique scheme for the independent haulier covering all of their insurance needs in one policy. It is designed for those businesses with more than five vehicles. Driver profiling, driver safety and Health and Safety advice can be provided at either a reduced cost or at no cost depending upon the underwriter's view of the risk.

Key Features include:

- A single portfolio of insurance covers which may include some or all of the following: Motor; Goods in Transit; Employers and Public Liability; Business Property; Business Interruption; Income Protection and Loss of Licence; Engineering; Legal Expenses; Legal Defence Costs and Terrorism.
- The insurers on the portfolio include Royal & SunAlliance, Equity Red Star and RAC Insurance Ltd dependant on the cover requested..
- Risk Management advice and driver profiling can be provided at either a reduced cost or at no cost depending upon insurers view of the customers' risk.

Duration of Portfolio:

The portfolio remains in force for 12 months from the date of inception. Early cancellation is covered by the cancellation condition on page 1 of Section GC1.

Motor – Section MV1:

Policy Cover

- Choice of comprehensive, third-party fire and theft or third party cover only.
- Any driver holding the appropriate licence for the vehicle (Part 3 a) 2) and 3))
- Includes cover for attached or detached trailers (Part 16)
- Cover included for minimum European Union requirements automatically whilst vehicle is overseas (Endorsement G).
- Injury or death of third party persons – unlimited (Part 5 a))
- Damage to the property of others is covered to a maximum of £5,000,000 (£20,000,00 in the case of private type cars and motorcycles) (Part 5 b))
- Includes the costs of defending an action under the Corporate Manslaughter and Corporate Homicide Act 2007 (Part 6)

Significant and unusual exclusions or limitations

- Policy excess starts at £100 each and every claim – but usually follows expiring terms. This is increased by £250 for drivers aged 20 or less and £150 for drivers aged between 21 and 24 and for those drivers who have held a UK licence to drive the class of vehicle being driven for less than 12 months (less than 2 years if from outside the British Isles) – (See Part 20)
- Excludes claims for liability that you have assumed in contract unless you would have incurred the same liability without entering into the contract – (See General Exceptions GE1)
- Theft excluded if keys left in or on the vehicle – (See Part 23)

Conditions

- Reasonable precautions
- Motor Insurance Database

Goods in Transit – Section GT1:

Policy Cover

- Choice of either Full Responsibility (at a limit of indemnity of your choice) or if you are a RHA Member or bound by RHA conditions the per ton limit required by the conditions in force. CMR can be included where international haulage is undertaken.
- Cover can be extended to include 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.
- Cover can be extended to include removal or disposal of goods due to deterioration following breakdown, overturning or accident to the conveying vehicle
- Includes damage to containers that you do not own or lease.

Significant and unusual exclusions or limitations

- Policy excess of either £50 or £250, depending on the cover chosen – (See Policy Wording)
- Personal effects cover in the cab to a maximum of £600 with £100 excess – (See Policy Wording – Extension 1)
- Thief attractive restricted to £75,000 and high risk property restricted to £20,000 – (See Policy Wording, General Condition 3)
- Theft of thief attractive property from unattended vehicles unless the vehicle is in a locked building or compound controlled by security personnel – (See Policy Wording, General Exception 2)

Conditions

- You must take up two references for new drivers otherwise claims for theft of the load may not be covered.

Employer's Liability – Section CL1 Part 1 or CL2 Part 1:

Policy Cover

- 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 or CL2 Part 2:

Policy Cover

- Policy limit of either £2 million or £5 million
- Standard Third Party Property Damage excess of Nil
- Includes cover for use of plant as a tool of trade
- 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 (LD1) section automatically included to cover Health and Safety and Consumer Protection Act defence costs.

Significant and unusual exclusions or limitations – CL1

- Cover excludes loss or damage caused by concrete or concrete products supplied – (See Not Insured Item J)

Significant and unusual exclusions or limitations – CL2

- Cover excludes loss or damage caused by concrete or concrete products supplied – (See Not Insured Item J)
- Asbestos exclusion – (See Not Insured Item H)
- Pollution and contamination exclusion – (See Not Insured Item D)

Conditions – CL2 only

- 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.

Business Property – Section BP1

Policy Cover

- 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

Significant and unusual exclusions or limitations

- Minimum £250 excess (Business Property and Business Interruption) – (See Statement of Cover)
- £1000 subsidence excess – (See Statement of Cover)
- £500 excess for plant in the open – (See Statement of Cover)

Conditions

- Minimum security standards apply

Business Interruption - Section BI1

Policy Cover

- Cover against losses arising from damage caused by an insured peril at your business premises that causes interference with or disruption to your business
- Indemnity periods of 12 months, 18 months and 24 months available
- 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

Significant and unusual exclusions or limitations

- Minimum £250 excess (Business Property and Business Interruption) – (See Statement of Cover)

Terrorism – Section TR1

Policy Cover

- 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:

Policy Cover

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

Significant and unusual exclusions or limitations

- 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
- Choice of either Personal Accident, Personal Accident & Sickness or Personal Accident Sickness and Loss of Licence cover
- Business travel cover for international hauliers

Significant and unusual exclusions or limitations

- Standard deferred period of 14 days (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 must occur within 2 years of sickness or injury for the benefit to become payable.

Legal Expenses - Section LE1:

Policy Cover

- 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.
- Cover is provided for claims for breach of agreement relating to the purchase, sale, service or report of a vehicle.
- The maximum amount of cover provided for prosecution defence, licence issues and vehicle contract disputes is £5,000 during the period of insurance and there is no limit on the number of claims within this period.
- Representation on a "guilty" plea is at RAC's discretion.

Significant and unusual exclusions or limitations

- 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

How to Claim

To make a motor claim on your portfolio, please phone the Claims Helpline on 0844 892 0953. For all other claims please call 0844 892 1434. Please have your portfolio number to hand when calling. You will also be required to provide any information or assistance we ask for. You must not settle, reject, negotiate or agree to pay any claim without our written consent. Details of what to do in the event of a claim are contained within your portfolio.

Your 'Right to Cancel'

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 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:

<i>Length of time on cover (percentage of annual premium)</i>	<i>Cancellation rebate</i>
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 more than 14 days from the date of purchase of the contract or the day on which you receive your portfolio 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).

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

The insurers who underwrite this Portfolio are members of the Financial Services Compensation Scheme ("FSCS"). This scheme provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claim under its policies. You may be entitled to compensation from the scheme if they are unable to meet their obligations. This depends on the type of business and the circumstances of the claim. Further information is available from the FSCS at www.fscs.org.uk.

Complaints:

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

If after investigation it becomes clear that your complaint should be directed against the insurer, Towergate Underwriting Transportation will provide you with the address of the insurer.

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

Towergate Underwriting Transportation

Towergate House, Euston Park, Euston Way, Telford, Shropshire. TF3 4LY
tel: **0844 892 1470** fax: **0844 892 1469**

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