



# FIDUCIA

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## Freight Liability Schedule



# Freight Liability Schedule



<b>Date of Issue</b>	20 October 2023.
<b>Policy Number</b>	FIDCAR-1531/2023.
<b>Insured</b>	Logiscom Ltd.
<b>Broker</b>	Macbeth Insurance Brokers & Financial Services.
<b>Period of Indemnity</b>	26 October 2023 to 25 October 2024 both dates inclusive.
<b>Premium</b> (excl. IPT)	Subject to a premium of £3,000.00 payable at inception.
<b>Premium type</b>	Premium is non-adjustable, based on estimated Turnover provided to Us. You warrant to Us that if the estimated Turnover under this Policy increases by more than 10% of the original estimate You will tell Us in writing and We may charge You additional premium.
<b>UK IPT</b>	£0.00.
<b>Insured Services</b>	Haulage & Associated Services, Freight Forwarding, including when sub-contracting Insured Services to other parties.
<b>Excess</b>	£250 unless otherwise stated below.
<b>Policy Limit of Indemnity</b>	£500,000 unless otherwise stated below.
<b>Geographical Limits</b>	Worldwide.

<b>Optional Extensions</b>	<b>1. Errors and Omissions</b>	Optional extension 4.1 is applicable as per Policy wording.				
		<table border="1"> <tr> <td><b>Limit</b></td> <td><b>Excess</b></td> </tr> <tr> <td>£250,000 in total for all claims made in any one Period of Indemnity.</td> <td>£500</td> </tr> </table>	<b>Limit</b>	<b>Excess</b>	£250,000 in total for all claims made in any one Period of Indemnity.	£500
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<b>2. Insured Trailers</b>	Optional extension 4.2 is not applicable.					
	<b>3. Warehousing - Employee Fidelity</b>	Optional extension 4.3 is not applicable.				

## Insured Contracts

	<b>Estimated Turnover</b>	<b>Contract name or type</b>	<b>Insured Services</b>	<b>Excess</b>	<b>Contract Limit</b> <i>(per conveyance or per warehouse as applicable)</i>
1	£4,000,000	Freight Forwarding and Subcontractors Haulage - BIFA	Freight Forwarding	£250	£350,000

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### Refrigeration Breakdown Clause

This policy includes transits by refrigerated vehicles or trailers and Your liability for loss or damage arising from deterioration of stock in Transit but excluding liability for loss or damage resulting from incorrect temperature setting.

Deterioration caused by delay is not insured unless the delay arises as a result of fire, accident (but not breakdown) to the conveying vehicle or theft or attempted theft. Storage or temporary storage is excluded absolutely.

It is a condition precedent to liability under this insurance that You comply with the following requirements:

- a) all equipment owned or leased to you is serviced and maintained in accordance with manufacturers recommendations and a logbook is kept.
- b) no driver or servant of Yours is entrusted with a refrigerated vehicle and load unless such employee or servant has received tuition on the operation and running of the refrigeration equipment;
- c) written confirmation of the core and gauge temperature at which the Goods are to be conveyed is obtained from the consignors at the time of loading and the temperature of the load recorded on the consignment or CMR note prior to acceptance of the load. BUT in the event that it is not possible to obtain this confirmation the delivery and/or CMR note must be claused by the driver or state that it was not possible;
- d) recorded periodic temperature gauge checks (minimum once in any 4-hour period) are made during each journey and the gauge temperature of the load is recorded on the consignment note or CMR note prior to unloading.

Where equipment is not owned by You or You are not responsible for the refrigeration equipment, deterioration resulting from failure of the refrigeration unit is not insured.

This clause is subject to all other policy Conditions and Exclusions.

# Freight Liability Schedule

## Claims

In the event of any incident or occurrence which may give rise to a claim under this Policy

### You must:

- Notify Us immediately, providing full details of the incident or occurrence
- Forward all correspondence relating to the incident or occurrence to Us immediately on receipt
- Hold any party who has (or may have) a liability in respect of the incident or occurrence responsible, including giving written notice in due time and ensuring any time limit is adequately protected
- Notify the police immediately of any loss or Damage caused by theft or malicious Damage and keep a note of the incident reference.

If You receive any writ, summons or other legal process You must notify Us immediately and forward the document to Us unanswered.

### You must not:

- Admit liability, give indemnity or make any payment or offer of payment without Our prior written consent.

We shall be entitled at Our option to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name for Our benefit any claim for indemnity or damages or otherwise and We shall have full discretion in the conduct of any proceedings or in the settlement of any claim. At all times You shall provide full co-operation, including allowing Us to act as necessary for the purposes of enforcing any rights and remedies or obtaining relief or indemnity against other parties.

Should You fail to comply with any of the above procedures or Policy claims conditions You may invalidate any claim under this Policy.

The following information should be provided to Us immediately to enable any claim to be handled efficiently:

- Any correspondence received from or exchanged with third parties, Subcontractors and bailees
- Details of amount claimed and supporting invoices, collection note and delivery receipt
- Your brief written summary of the circumstances of the loss
- Confirmation of the applicable conditions of carriage, trading or contract along with evidence of incorporation.

## Claims Contact

### Notifying Us of a loss

Please notify ITAL of Your claim using one of the following options:

- **Use the** Report New Claim on [www.ital-international.com/fiducia/](http://www.ital-international.com/fiducia/) **or:**
- **Email:** [info@italuk.com](mailto:info@italuk.com)
- **Telephone** + 44 (0) 208 269 7651
- **Mobile** + 44 (0) 776 415 7252 (out of hours)
- **Fax** + 44 (0) 208 302 9341
- **Postal address:** ITAL – International Transit and Liability, Webster House, 207 Longlands Road, Sidcup, Kent, DA15 7JH

# Freight Liability Schedule

## **The Fiducia MGA Company Ltd – Unique Market Reference**

Fiducia is an approved coverholder, authorised to act as the agent for and on behalf of certain Underwriters under binding authority agreement number B0600A2347487.

## **Applicable policy form reference**

Freight Liability policy wording - FRL1116-6



# FIDUCIA

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**The Fiducia MGA Company Limited** is an ambitious and specialist underwriting company, registered in England and Wales under company registration number 09913313.

Registered head office 20 Park Place, Leeds, West Yorkshire, LS1 2SJ.

Fiducia and Fiducia MGA are trading names of The Fiducia MGA Company Limited which is authorised and regulated by the Financial Conduct Authority under firm reference number 981008 to carry on insurance distribution activities.