



**ROAD
CLOSURE
INSURANCE**

SCHEDULE

Coverholder at **LLOYD'S**



1. Policy number:

2. Insured name:

Insured Company Registration No.

3. Insured Address:

.....

.....

Telephone No.

Email address:

4. Period of Insurance: (Both dates inclusive)

From: To:

At the address of the Insured

5. Sums Insured: £400 per vehicle, any one Claim
£400 per vehicle, during any 24-hour period
£2,000 per vehicle, in the Aggregate for the Period of this Insurance

6. Premium: £payable on PLUS 12% Insurance Premium Tax

7. Deductible: Nil

We recommend you READ THIS POLICY together with your SCHEDULE to ensure that it meets with your requirements. Should you have any queries please contact RTJI Ltd IMMEDIATELY

What is covered

Our provision of insurance under this **policy** is conditional upon the terms, provisions, **General conditions** and clauses of this **policy** being observed and fulfilled.

In consideration of the payment of the premium, **we** will pay **you** the sum insured as a result of **your** commercial vehicle(s), as outlined in the Schedule, being involved in an **insured event** during the **period of insurance**

What is not covered

A. We will not make any payment for claim or part of a claim directly or indirectly due to:

Stationary time

1. **your** commercial vehicle being stationary for less than two hours.

Roads

2. claims arising from road closures not listed on the Strategic Road Network (SRN) managed by Highways England, the Welsh Trunk Road Network or the Scottish Trunk Road Network.

Sanctioned & Reported

3. claims arising from any road closure not sanctioned by the Police, Highways England, North and Mid Wales Trunk Road Agent (NMWTRA), The South Wales Trunk Road Agent (SWTRA) or Transport Scotland and report lodged to record such a closure has been designated.

Planned road closures

4. any published planned road closures in the Strategic Road Network (SRN) managed by Highways England, the Welsh Trunk Road Network or the Scottish Trunk Road Network in the United Kingdom.

Tracking system

5. **your** vehicle not being fitted with a fully operational GPS tracking system which provides accurate time and location data with longitude and latitude coordinates.

Ports

6. claims where the proximate cause of the closure is a consequence of a UK or Overseas port closure or suspension.

Duty of Care

7. **your** lack of care, diligence or prudent behaviour, the result of which would increase the risk, and/or likelihood of a claim.

Legal Requirements

8. **you** failing to observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.

Necessary Arrangements

9. **your** failure to make all necessary arrangements for the successful fulfilment of **your** journeys in a prudent and timely manner.

Accident / damage

10. **your** involvement in any accident or damage to **your** vehicle which causes an **insured event**.

Breakdown

11. **your** vehicle no longer being operational as a result of breakdown.

Fraud

12. any fraud, misrepresentation or concealment by **you**.

War

13. **war**

Nuclear Risks

14. **nuclear risks**

Terrorism

15. **terrorism**

Protest

16. an **insured event** being caused by a legal or illegal protest.

Claim Period

17. a claim being made more than thirty (30) days after the **insured event** date and time.

B. We will not make any payment for claim or part of a claim directly or indirectly caused by, contributed to by, resulting from or in connection with any:

Cyber and Data

- 1.1 **cyber loss;**
- 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data**; regardless of any other cause or event contributing concurrently or in any other sequence thereto.

How much we will pay

The most **we** will pay for any one claim shall not exceed the Sum Insured stated in the Schedule.

Special limits

24-hour limit

The most **we** will pay in any 24-hour period shall not exceed the Sum Insured stated in the Schedule.

Number of claims

The most **we** will pay in the Aggregate is limited to five (5) claims in any during the **period of insurance**, as stated in the Schedule.

Claims conditions

If any claim occurs:

We will not make any payment under this **policy** unless **you**:

- a. notify **us** or **our agent** and provide **proof of loss** within thirty (30) days of the **insured event** occurring; and
- b. give **us** or **our agent**, at **your** expense, any information which **we** or **our agent** may reasonably require and co-operate fully in the investigation of any claim under this **policy**.

2. **you** must:

- a. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and
- b. give **us** or **our agent** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become legally liable to pay under this **policy**, in **your** name but at **our** expense.

If **you** fail to do so, **you** shall be liable to **us** for an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with this obligation, which **we** may deduct from any payment **we** make under this **policy**.

General conditions

The following conditions apply to this policy.

1. Presentation of the risk

In agreeing to insure **you** and in setting the terms and premium, **we** or **our agent** have relied on the information **you** have given **us**. **You** must provide a fair presentation of the risk and must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which **you** (including **your** senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.

2. If you fail to make a fair presentation

- a. If **we** establish that **you** deliberately or recklessly failed to present the risk to **us** or **our agent** fairly, **we** may treat this **policy** as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us** and **we** will be entitled to retain all premiums paid.
- b. If **we** establish that **you** failed to present the risk to **us** or **our agent** fairly but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** made a fair presentation of the risk, as follows:
 - i. if **we** would not have provided this **policy**, **we** may treat it as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us**. **We** will refund any premiums **you** have paid; or
 - ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the start of the period of insurance. This may result in us making no payment for a particular claim or loss. **You** must reimburse any payment made by **us** that **we** would not have paid if such terms had been in effect.

3. Change of circumstances

You must tell us or **our agent** as soon as reasonably possible of any change in circumstances during the **period of insurance** which may materially affect this **policy** (a material fact or circumstance is one which might affect **our** decision to provide insurance or the conditions of that insurance). This includes any temporary or permanent ceasing of operations, bankruptcy, moratorium of debt, reorganization or related proceedings. **We** may then change the terms and conditions of this **policy** or cancel it in accordance with the Cancellation condition.

4. If you fail to notify us of a change of circumstances

- a. If **we** establish that **you** deliberately or recklessly failed to:
 - i. notify **us** or **our agent** of a change of circumstances which may materially affect the **policy**; or
 - ii. comply with the obligation in 1. above to make a fair presentation of the risk to **us** when providing **us** with information in relation to a change of circumstances; **we** may treat this **policy** as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. **You** must reimburse all payments already made by **us** relating to claims made or losses occurring after such date. **We** will be entitled to retain all premiums paid.
- b. If **we** establish that **you** failed to notify **us** of a change of circumstances or to make a fair presentation of the risk to **us** when providing **us** with information in relation to a change of circumstances, but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** fairly presented the change of circumstances to us, as follows:
 - i. if **we** would have cancelled this **policy**, **we** may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. **You** must reimburse any payments already made by **us** relating to claims made or losses occurring after such date. **We** will refund any premiums **you** have paid in respect of any period after the date when cancellation would have been effective; or
 - ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the date when **your** circumstances changed. This may result in **us** making no payment for a particular claim or loss.

5. Reasonable precautions

You must take reasonable steps and behave in a diligent and prudent manner which does not increase the risk or likelihood of a claim from an **insured event**. **We** will not make any payment under this **policy** in respect of any incident occurring whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the claim occurring in the circumstances in which it occurred.

6. Premium payment

We will not make any payment under this **policy** until **you** have paid the premium.

7. DVSA Operators Licence

We will not make any payment under this **policy** if **you** do not maintain a green or amber Operator Compliance Risk Score (OCRS) issued by the Driver and Vehicle Standards Agency (DVSA).

8. Cancellation

- a. **You** may cancel this **policy** within 14 days of receiving **your policy** in the first **period of insurance**, if for any reason **you** are dissatisfied or the **policy** does not meet **your** requirements.
- b. **We** can cancel **your** policy
 - i. at any time by giving 30 days written notice
 - ii. immediately, without giving **you** notice if the premium has not been paid to **us**.

Where **your policy** is cancelled in accordance with any of the above provisions, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation, provided that no claim has been paid or is outstanding in the current **period of insurance**.

Cancellation of **your** policy will not affect any claims or rights **you** or **we** may have before the date of cancellation.

9. Multiple insureds

The most **we** will pay is the relevant amount shown in the schedule. If more than one insured is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**. **You** agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the **policy**.

10. Rights of third parties

You and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

11. Other insurance

We will not make any payment under this **policy** where **you** would be entitled to be paid under any other insurance if this **policy** did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this **policy** not been effected.

12. Policy Disputes

This **policy** will be governed by and interpreted in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.

13. Sanctions

We shall not provide any cover nor shall **we** be liable to pay any claim hereunder to the extent that the provision of such cover and/or payment of such claim 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, United Kingdom or United States of America.

14. Fraud

a. If **you** or anyone entitled to cover in respect of any claim or loss, or anyone on behalf of **you** or such other person, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then:

- i. **we** or **our agent** shall be entitled to give **you** notice of termination of the **policy** with effect from the date of any fraudulent act or claim or the provision of such false information;
- ii. **we** or **our agent** shall be entitled to refuse to make any payment under the **policy** in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
- iii. **you** must reimburse all payments already made by **us** relating to claims made after the date of any fraudulent act or claim or the provision of such false information; and
- iv. **we** shall be entitled to retain all premiums paid. This does not affect **your** rights in relation to any claim made before the date of any fraudulent act or claim or the provision of such false information.

b. Where this **policy** provides cover for any individual who, or entity that, is not a party to the **policy**, and where such an individual or entity (or anyone on their behalf) tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy**, our rights set out in 3. above apply only to any individual or entity that gave the false information or made the fraudulent claim.

Complaints procedure

Any complaints received will be taken seriously and addressed as quickly as possible. Complaints are a key to monitoring our service and wherever possible, **we** seek to take action to prevent recurrence of a problem.

We define a complaint as any expression of dissatisfaction, whether oral or written, and whether justified or not, about a service or activity provided by **us**.

If **you** have a complaint, please contact Asta Managing Agency who manage **our** syndicate:

Complaints
Asta Managing Agency Ltd
5th Floor
Camomile Court
23 Camomile Street London
EC3A 7LL

Telephone: +44 (0)20 7743 0929
Fax: +44 (0)20 7743 0901
E-mail: complaints@asta-uk.com

In the event that **you** remain dissatisfied **you** may, if **you** wish, refer **your** complaint to Lloyd's. Lloyd's will independently review **your** complaint, taking into account good insurance practice and whether all of the circumstances involved have been considered fairly.

Lloyd's contact details are as follows:

Complaints Lloyd's
One Lime Street London
EC3M 7HA
Telephone: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service (FOS). The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

The FOS's contact details are as follows:

Financial Ombudsman Service Exchange Tower
London
E14 9SR

Email: complaint.info@financialombudsman.org.uk
Telephone: +44 (0)30 0123 9123
Website: www.financial-ombudsman.org.uk

Definitions

Words shown in **bold** type have the same meaning wherever they appear in this **policy**. The words defined below are used throughout this **policy**. Any other definitions are shown in the section to which they apply.

Cyber Loss

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident

- i. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- ii. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **you** or any other party.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Endorsement

A change to the terms of the **policy**.

Insured Event

A road closure in which **your** commercial vehicle(s), as listed in the schedule, is stationary for a period exceeding two hours. The road must be within the Strategic Road Network (SRN) managed by Highways England, the Welsh Trunk Road Network and the Scottish Trunk Road Network as identified by Traffic England, Traffic Wales or Traffic Scotland in the United Kingdom and any such road closure must have been sanctioned by the Police, the Highways England, North and Mid Wales Trunk Road Agent (NMWTRA), the South Wales Trunk Road Agent (SWTRA) or Transport Scotland and a report lodged to record such a closure has been designated.

Nuclear risks

Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or the radioactive, toxic, explosive or any other hazardous properties of any nuclear assembly or nuclear component of any such assembly.

Our agent

R-400, a trading name of RTJI Ltd. RTJI Ltd is an appointed representative of MGA Managers Limited which is authorised and regulated by the Financial Conduct Authority under firm reference number 771791. MGA Managers Limited is registered in England and Wales with company no. 10361505. RTJI Ltd's firm reference number is 946220. RTJI Ltd is registered in England and Wales with company no. 13142203. Registered address: Spitalfields House, Stirling Way, Borehamwood, Herts, England, WD6 2FX.

Period of insurance

The time for which this **policy** is in force as shown in the schedule.

Policy

This insurance document and the schedule, including any **Endorsements**.

Proof of loss

A validation report, from **your** vehicle's GPS tracking system, proving that the vehicle was involved in an **Insured Event**. In certain circumstances we may also require a report from the vehicle's tachograph.

Terrorism

An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:

- a. is committed for political, religious, ideological, or similar purposes; and
- b. is intended to influence any government or to put the public, or any section of the public, in fear; and
 - i. involves violence against one or more persons;
 - ii. involves damage to property;
 - iii. endangers life other than that of the person committing the action;
 - iv. creates a risk to health or safety of the public or a section of the public; or
 - v. is designed to interfere with or to disrupt an electronic system

War

War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military, or usurped power.

We / Us / Our

Brace Consortium 9642 on behalf of Beat Syndicate 4242. Brace underwriters have been granted underwriting authority by Beat Syndicate 4242 which allows them to write consortia as Syndicate 4242 underwriters. Brace Underwriting Limited is registered in England and Wales under company registration number 12157605. Registered office: 5th Floor Camomile Court, 23 Camomile Street, London EC3A 7LL, United Kingdom.

You, Your

The insured named in the schedule including any employee(s) or person(s) under **your** control or supervision.