

TRAILER INSURANCE POLICY



Providing
Equity
Insurance

Contents

Operative Clause 3

Definitions 4

General Conditions 5

Claims Procedure 6

Section 1 Trailer Cover 7

Section 2 Legal Liability 9

Section 3 Continental Use 11

General Exclusions 12

Complaints Procedure 13

Endorsements 14

Minimum Security Requirements 15

Operative Clause

This document is a legally-binding contract between you (the Insured) and us (ERS). The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. We may cancel or change part of the contract without getting anyone else's permission.

This policy document is evidence of a legally binding contract of insurance. The contract is based on the information you provided either in your signed proposal form or shown on your Statement of Fact.

We will provide insurance within the terms and conditions of this policy for those sections shown in the schedule against loss, damage, accident or liability occurring during any period of insurance for which you have paid or agreed to pay and we have accepted the premium.

The policy, schedule and any endorsements are to be read as one document.

The insurance applies throughout England, Scotland, Wales, the Isle of Man and the Channel Islands except where we say otherwise.

This insurance is written in English and all communications about it will be in English. Unless specifically agreed otherwise, this insurance shall be subject to English law. If you are a resident of (or, in the case of a business, the registered office or principal place of business is in) the Channel Islands or the Isle of Man at the start of the contract, the law of that area of jurisdiction will apply

Signed

Definitions

The following words or expressions carry the meaning shown below wherever they appear in this policy in bold.

Insured/you/your The person or persons named in the schedule.

Your family Your spouse, children and any other member of your family permanently residing with you.

We/us/our ERS – ERS Syndicate 218 at Lloyd’s is managed by ERS Syndicate Management Limited (Company No 00426475), which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm reference number 204851). ERS Syndicate Management Limited is registered in England and Wales with its registered address at Library House, New Road, Brentwood, Essex, CM14 4GD.

Excess The first part of any claim that you must pay.

Trailer The trailer shown in the schedule, including optional permanent factory fitted extras.

Territorial limits England, Scotland, Wales, the Isle of Man and the Channel Islands.

Insured value The current cost of the trailer as new if the trailer is less than two years old or the market value of the trailer if the trailer is over two years old.

Market value The cost of replacing the trailer with one the same age and of similar type and condition.

Schedule The document, which makes your policy personal to you. It sets out the period of insurance, the property insured and the amounts insured.

Contents Personal possessions including saddlery and tack, equipment, business equipment, animals/livestock, vehicles, utensils, furniture and furnishings that are not permanently fitted to the trailer

Period of insurance The period between the effective date and expiry date shown on the schedule and any subsequent period for which we accept renewal of the insurance and for which a schedule is issued.

General Conditions

Your policy

This is **your** policy; please keep it in a safe place.

Please read the policy, **schedule** and any endorsements carefully. If **you** have any queries or wish to change **your** cover, **you** should contact **your** broker or agent immediately.

Your right to cancel

If this cover does not meet **your** requirements and **you** do not wish to proceed with the contract, **we** will arrange for a refund of premium, provided that:

- the documents are returned to **us** within 14 days of **you** receiving them; and
- **you** have made no claim under this insurance. **We** will make a pro rata charge for the period that the policy has been in force.

You may cancel this insurance at any time by telling **us** in writing and sending back **your** documentation. If a claim has not been made in the current period of insurance, **we** will work out the charge for the time **you** have been covered by **your** insurance. **We** will then refund any amount **we** owe **you**. If a claim has been made, **we** will not give **you** a refund.

We or **your** intermediary may cancel this insurance by sending seven days' notice, in writing, to **your** last known address. **We** will refund the part of **your** premium which applies to the remaining period of the insurance. **We** will send this refund to **your** insurance advisor.

Insured values

It is up to **you** to make sure the amounts **you** are insured for represent the full value of **your** property. If **you** do under-insure, payment made following a claim may be reduced. **You** can increase **your** sums insured at any time by contacting **your** broker or agent and paying the appropriate premium.

Changes in your circumstances

It is important that **you** keep **us** advised of any change in **your** circumstances. **Your** policy has been based on the information **you** have given **us** in the proposal and **you** must advise **us** immediately of changes such as:

- changes to the **trailer**;
- change in the permanent site;
- whether **you** or any member of **your family** are declared bankrupt or are convicted of or charged with any non-motoring offences;
- any other material fact which may influence the Underwriters' decision to accept **your** risk.

Failure to advise **us** of any changes might prejudice any claim **you** may make or the validity of the policy. If **you** are not sure whether certain facts are relevant, please ask Four Counties Insurance Brokers Limited.

Claims Procedure

You must notify **us** of any incident likely to give rise to a claim as soon as is possible. If the claim is due to theft, attempted theft, malicious damage or vandalism, **you** must also notify the police and obtain a crime reference number.

In the event of a claim being made, in the first instance, contact:

Four Counties Insurance Brokers Ltd

Adams Tingle House
Kettering Parkway West
Kettering
Northants
NN15 6XW

Tel: 01604 281315

Section 1 Trailer Cover

What is covered

Loss of or damage to the **trailer**.

We will cover **you** against loss of or damage to the **trailer** (less any **excess** that applies).

Under this section, **we** may either:

- pay for the damage to be repaired; or
- with **your** agreement provide a replacement trailer; or
- pay an amount of cash equivalent to the cost of the loss or damage.

The most **we** will pay will be either:

- the **insured value** of the **trailer** immediately before the loss; or
- the cost of repairing the **trailer** whichever is the lower.

Following loss of or damage to the **trailer**, **we** will also pay any reasonable costs incurred in securing its protection, removing it to the nearest competent repairer and returning it to **your** home or normal storage address after repairs are completed.

Replacement Hire:

If the **trailer** becomes unusable for more than 48 hours because of loss or damage covered under Section 1, **we** will cover **you** up to the amount specified in the **schedule** for the reasonable cost **you** incur of hiring another **trailer** similar to the one insured.

What is not covered

We will not pay for the following:

1. The amount of the **excess** as shown in the **schedule**.
2. More than the sum insured for each incident.
3. More than **your trailer** is worth at the time it was lost, stolen, damaged or destroyed unless the **trailer** is less than two years old, as long as the estimated **market value** recorded on the **schedule** reflects the current cost of replacing the trailer as new, in which case **we** will pay the cost of replacing it with a new trailer.
4. Theft of the **trailer** if **you** have not fitted an additional proprietary device as stipulated on the **schedule**.
5. Loss or damage caused:
 - i) to tyres by road punctures, cuts or bursts;
 - ii) by mechanical or electrical breakdown, abuse or overloading, abnormal use, neglect, failure to perform/have performed maintenance to the trailer, or to replenish lubricants, or derangement;
 - iii) by wear and tear or the actions of moths, insects, pests, mildew, vermin, natural ageing, gradual deterioration, rust, oxidation, change in climatic conditions or renovating or repairing;
 - iv) while being used in connection with any trade, business or profession unless endorsed on **your schedule**.
6. Loss or damage occurring whilst the **trailer** is not being used in accordance with the Description of Use shown in the **schedule**.
7. Loss or damage to the **trailer** where possession is obtained by fraud or deception.
8. Loss where property is obtained or attempted to be obtained by any person using a form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason.
9. Loss resulting from repossession of the **trailer** or restitution to its rightful owner.
10. Loss or damage to **contents**.
11. Loss or damage to wheelclamp or other security devices.
12. Any trailer left overnight on a building or construction site.

Section 2 Legal Liability

What is covered

We will indemnify **you** or **your family** against all sums which **you** become legally liable to pay arising out of the use of the **trailer** (but not while it is being towed by a motor vehicle) in respect of:

- i) accidental death or bodily injury to any person;
- and
- ii) accidental loss of or damage to property.

We will also indemnify the **insured** in respect of any individual using the **trailer** with the **insured's** permission, provided that such individual is not entitled to any indemnity under any other policy and that such individual acts as though he/she were the **insured** and observes, fulfils and be subject to the terms and conditions of this policy.

Third party property damage limit

The most **we** will pay for property damage for any one claim or series of claims arising out of any one event is £2,000,000 inclusive of all costs.

What is not covered

1. Liability in respect of:

- i) bodily injury made to **you** and **your family**;
- ii) bodily injury sustained by any person under a contract of service or apprenticeship with **you** or **your family**;
- iii) loss or damage to property belonging to **you** or in **your** custody or control;
- iv) any agreement unless liability would have existed in the absence of that agreement.

2. Liability arising from:

- i) any wilful act or malicious act;
- ii) the pursuit by **you** of any trade, business, profession or employment;
- iii) the hiring out of **your trailer**, unless endorsed on **your schedule**;
- iv) the towing of the **trailer** by any motor vehicle including any liabilities resulting from the **trailer** becoming detached from the towing vehicle;
- v) the possession or ownership of any animals or livestock.

3. Liability in respect of:

- i) compensation, costs and expenses outside the **territorial limits**;
- ii) judgements, awards or orders of court, outside of the **territorial limits**.

Section 3 Continental Use

The **territorial limits** of your **policy** are automatically extended to provide cover while the **trailer** is temporarily in any country which is a member of the European Union and in any other countries which have made arrangements to meet the insurance conditions of, and are approved by, the Commission of the European Union. There is no limit on the number of trips you make in any period of insurance but each trip must be no more than 60 days. This cover only applies if:

- **your** permanent home is in Great Britain, the Channel Islands or the Isle of Man: and
- **your** visit to such countries is temporary.

Cover under this section is subject to the limitations and exclusions shown in Sections 1 and 2 and the General Exclusions shown elsewhere in this policy.

General Exclusions

This policy does not cover:

1. Theft cover is excluded unless the trailer whilst left unattended is fitted with an additional proprietary anti-theft wheel-clamp, which has been specifically manufactured and sold for the purpose of preventing theft. The wheel-clamp must cover at least one wheel nut and surround part of the tyre. The use of a "wheel bar", "wheel lock", "hitch lock" or "padlock and chain" is not deemed to be sufficient protection unless specifically agreed by underwriters and confirmed as Endorsement to the Schedule.
2. Any loss, damage, liability or contamination, including related costs or expenses, caused by or arising directly or indirectly from any act of terrorism no matter whether any other cause or even contributes at the same time or in any other way to the loss involving:
 - i) the use of nuclear, biological or chemical weapons or agents;
 - ii) the use of electronic data in any way; or
 - iii) resultant damage to the services of **your** property.For the purpose of this exclusion, an act of terrorism means an act including, but not limited to, the use or threat of use of force or violence (or both) by any person or group of people, whether acting alone or on behalf of, or in connection with, any organisation or government 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.
3. Any action taken to control or prevent terrorism.
4. Loss, damage, injury or legal liability directly or indirectly caused by or contributed to by:
 - i) the use of nuclear, biological or chemical weapons or agents;
 - ii) property confiscated or detained by customs or other officials;
 - iii) pressure waves caused by aircraft and other flying objects travelling at or above the speed of sound;
 - iv) ionising, radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning nuclear fuel;
 - v) the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
 - vi) war, invasion, revolution or any similar event.
5. Pollution or contamination by any substances, forces or emissions such as radiation or organisms, or any combination of them, if the pollution or contamination:
 - i) did not happen suddenly;
 - ii) was the result of an intentional attack;
 - iii) was expected or should have been expected;
 - iv) happened before the policy started; or
 - v) is not reported to **us** as soon as reasonably possible and within 30 days of the **period of insurance** in which it happened.
6. Direct or indirect loss, damage or liability caused by, contributed to or arising from any event for which **you** are insured.
7. Any criminal or deliberate act by **you** or **your family**.
8. Any reduction in the **market value** of any property following its repair or reinstatement.
9. Any wilful or malicious act by any person using the **trailer**.

Complaints Procedure

If you have any questions about these documents, please contact Four Counties Insurance Brokers Ltd., who will be pleased to help you.

We aim to provide a first -class service

However, if you need to complain, or you feel that we have not kept our promise, please contact Four Counties Insurance Brokers Ltd.

If you are not happy with the way the matter is dealt with, please write to the Chief Executive. The address is:

ERS Governance Affairs,
PO Box 3937,
Swindon,
SN4 4GW.

Tel: 0845 268 0279

Email: complaints@ers.com

Please include your policy number, which is shown on the schedule.

After this action, if you are still not satisfied with the way a complaint has been dealt with, you may ask the Complaints Department at Lloyd's to review your case.

The address is:

Complaints Department,
Lloyd's, Fidentia House,
Walter Burke Way,
Chatham Maritime,
Kent,
ME4 4RN

Tel: 020 7327 5693

E-mail: Complaints@Lloyds.com

Having followed this procedure, your complaint can be referred to the Financial Ombudsman Service (FOS).

The address is:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk

These procedures do not affect your right to take legal action if necessary.

If you ask someone else to act on your behalf we will require your written authority to allow us to deal with them.

Financial Services Compensation Scheme (FSCS)

As we are members of the Financial Services Compensation Scheme (FSCS), you may be entitled to compensation under the scheme if we cannot pay out all valid claims under this insurance. This depends on the type of policy you have and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. For types of insurance you must have by law (such as third -party insurance for motor claims), the scheme will cover the whole claim. You can get more information about the scheme from the FSCS or you can visit their website at www.fscs.org.uk

ERS is managed by ERS Syndicate Management Ltd which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. (Registration number is 204851) ERS Syndicate Management Limited is registered in England and Wales (No. 426475.) The registered office is Library House, New Road, Brentwood, Essex, CM14 4GD.

Endorsements

The terms, exceptions or conditions of the Policy may be varied by any Endorsement if specified in the Schedule. Unless the details specified in the Schedule restrict its application, the endorsement will apply overall.

These endorsements are effective in spite of anything contained in the insurance Policy to the contrary but are subject otherwise to its terms, exceptions and conditions. The summarised descriptions of the Endorsement wording (in brackets) do not form part of the Endorsement wording.

Applicable Endorsements will be recorded on your Policy Schedule

Endorsement 1: (Approved Alternative Security Device in place of Wheel clamp)

The trailer must be fitted with an alternative wheel locking / wheel bar security device and a hitchlock, at all times when detached from the towing vehicle. The Trailer must be fitted with an alternative wheel locking / wheel bar security device whilst attached to the towing vehicle and left unattended. The alternative wheel locking / wheel bar security device must have been pre-approved by us in writing to yourself, and be of at least the recognised **Sold Secure** standard.

Endorsement 2: (Hitchlock and Wheel clamp required)

The Trailer must be fitted with a hitchlock and wheelclamp at all times when detached from vehicle. The Trailer must be fitted with a wheelclamp whilst attached to the towing vehicle and left unattended.

Endorsement 3: (Compulsory Use of Tracking Device)

The trailer must be fitted with a Thatcham Q rated Tracking Device, tested and approved by Thatcham Research Centre, and maintained under an annual maintenance contract. Proof of fitting and maintenance agreement must be received and acknowledged to you BEFORE theft cover will be agreed by us to be in force. Whilst the trailer does not have a Thatcham Q rated Tracking Device fitted, or the device can not be shown to be working at the time of theft or attempted theft, then **No Theft Cover Will Be In Force. The recovery costs of Tracker Operatives are not covered**

Endorsement 4: (Increased Excess - All Sections)

A further £150 all sections excess applies in addition to the standard policy excess.

Endorsement 5: (Increased Excess - All Sections)

A further £400 all sections excess applies in addition to the standard policy excess.

Endorsement 6: (Business Use By Policyholder, excluding Hire & Reward)

The trailer may also be used by the Policyholder in person in connection with his/her business or profession, EXCLUDING the soliciting of orders and EXCLUDING the carriage of goods / equipment / livestock / horses / domestic animals / passengers for hire and / or reward. **No liability shall attach to the underwriters of this policy in respect of any damage caused by livestock, or as a result of a lack of care following such use, liability by or to any livestock carried in/by the Trailer**

Endorsement 7: (Business Use By Policyholder, including Hire & Reward)

The trailer may also be used by the Policyholder in person in connection with his/her business or profession, including the carriage of goods / equipment / livestock / horses / domestic animals / passengers / for hire and / or reward, but always EXCLUDING the soliciting of orders. **No liability shall attach to the underwriters of this policy in respect of any damage caused by livestock, or as a result of a lack of care following such use, liability by or to any livestock carried in/by the Trailer**

Endorsement 8: (Trailer to be kept in a locked building)

The trailer must be kept in a locked garage or building either at your home address or at the storage address declared to us and noted on your schedule, when the trailer is not being used. If a theft or attempted theft of your trailer happens within a 500-metre radius of your home address or the storage address when the trailer is not in a locked garage or building, then **No Theft Cover Will Be In Force**

MINIMUM SECURITY REQUIREMENT




Theft cover is excluded unless the trailer whilst left unattended is fitted with an additional proprietary anti-theft wheel-clamp, which has been specifically manufactured and sold for the purpose of preventing theft. The wheel-clamp must cover at least one wheel nut and surround part of the tyre.

The use of a "wheel bar", "wheel lock", "hitch lock" or "padlock and chain" is not deemed to be sufficient protection unless specifically agreed by underwriters and confirmed as Endorsement to the Schedule.

PLEASE CONSULT US IF YOU ARE IN ANY DOUBT

Examples Of Frequently Chosen Wheelclamps are shown below:

We do not, however, recommend or endorse any one particular product, and suggest that you consult a security professional before choosing and buying your wheelclamp.

	<p>Home Office approved and used by the DVLA. Adjustable and quick. Often called THE NEMESIS or THE PROFESSIONAL</p>
	<p>Heavy duty wheel clamps available in nine fixed arm length models to fit trailers This is a picture of THE BULLDOG QD</p>
	<p>Fits in seconds and adjustable</p>

THE WHEELCLAMP SHOULD COVER AT LEAST ONE WHEELNUT AND SURROUND PART OF THE TYRE

PLEASE CONSULT US IF YOU ARE IN ANY DOUBT OVER THE SECURITY REQUIREMENT.

*** **