



COMMERCIAL
EXPRESS

Trailer Insurance

Policy Wording

Trailer Policy Wording

Introduction

In return for payment of the premium shown in the **Schedule**, **We** agree to insure **You**, subject to the terms and conditions contained in or endorsed on this **Policy**, against loss or **Damage You** sustain or legal liability **You** incur for accidents happening during the **Period of Insurance**.

Wherever the following words appear in bold in this **Policy** they will have the meanings shown in the Definitions section

This document, the **Schedule** and any endorsement(s) attached form **Your** policy.

This document sets out the conditions of the **Policy** between **You** and **Us**. It should be kept in a safe place.

Please read the whole document carefully. It is arranged in different sections. It is important that:

- **You** check that the sections **You** have requested are included in the **Schedule**;
- **You** check that the information **You** have given **Us** is accurate - see the "Information You have given Us" section;
- **You** notify **Your** insurance advisor as soon as practicable of any inaccuracies in the "Information You have given Us" section;
- **You** comply with **Your** duties under each section and under the **Policy** as a whole.

Identity of Insurers

Ascot Syndicate 1414 at Lloyd's, Registered in England and Wales No. 04098461

Registered Office: 20 Fenchurch Street, London, United Kingdom EC3M 3BY.

Ascot Syndicate 1414 at Lloyd's is managed by Ascot Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm Reference Number 206658).

How to make a claim

We understand that claims form a critical component of Our offering the moment the Policy becomes tangible and We are relied upon to deliver upon Our commitment to You.

To report a claim, please contact:

Telephone: +44 (0) 1732 520273

Out of office hours: +44 (0) 1732 520270

Email: new.claims@woodgate-clark.co.uk

Authorisation and Regulation

Under this **Policy** Commercial Express Quotes Ltd are acting solely as underwriting agents on behalf of the subscribing underwriters with no liability under this **Policy**.

This **Policy** is underwritten by **Ascot Syndicate 1414 at Lloyd's** which is managed by Ascot Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm Reference Number 206658). Registered in England and Wales No. 04098461. Registered Office: 20 Fenchurch Street, London, United Kingdom EC3M 3BY.

This **Policy** is arranged by Commercial Express Quotes Limited who act as an agent for **Us**. Commercial Express Quotes Limited is registered in England and Wales under company number 03862468 and is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 311067. Registered office B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH.

Financial Services Compensation Scheme (FSCS)

We and Commercial Express Quotes Limited are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** unable to meet **Our** obligations to **You** under this insurance. If **You** are entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this insurance. Further information about this scheme is available from:

Financial Services Compensation Scheme
PO Box 300, Mitcheldean, GL17 1DY
Tel: 0800 678 1100 or 020 7741 4100
HYPERLINK "http://www.fscs.org.uk" www.fscs.org.uk

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Important Information - Information You have given Us

We want to help you understand **Your** Trailer Insurance policy and make **You** aware that the information **You** have provided is part of a legally binding contract of insurance with **Us**.

This **Policy** document, the statement of fact, **Schedule** and any **Endorsements** are evidence of that contract and should be read as if they are one document. Please read them carefully to ensure that **Your** cover is exactly what **You** need, and keep all documents in a safe place.

That policy is not complete without a **Policy** schedule. **Your Policy Schedule** will be issued to **You** if **Your** application for insurance is accepted.

Your Trailer Insurance document is split into various sections. Not all sections of this **Policy** may apply to **You**. The cover **You** have selected will be shown on your policy **Schedule** and is subject to the terms, conditions and exclusions set out in this policy document and any later notices sent to **You** by **Your Broker**.

You should ensure that:

- **You** are clear which sections of cover **You** have included, the details of which are shown on **Your Schedule**;
- The information **You** have given us is accurate;
- **You** understand what each section covers and the restrictions and exclusions that apply;
- **You** are clear of what **Your** responsibilities are under the **Policy** as a whole.

When drawing up this contract **We** have relied on the information and statements **You** have provided in **Your** application or subsequent renewals and **Your** premium has been based upon the information shown in the **Schedule**.

If You are in any doubt about the level of cover provided, or if You have any questions relating to this insurance, please contact your Broker immediately.

This **Policy** is a legal contract between **You** and **Us**.

In return for payment of the premium shown in the **Schedule**, **We** agree to insure **You**, subject to the terms and conditions contained in this insurance or any **Endorsements** shown on the **Schedule**, against any loss or **Damage You** sustain or legal liability **You** incur for accidents happening during the **Period of Insurance**.

Our provision of insurance under **Your Policy** is conditional upon **You** observing and fulfilling the terms, provisions, conditions and clauses of the **Policy**.

In deciding to accept this **Policy** and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any question **We** ask by ensuring that all the information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this **Policy** as if it never existed and decline all claims.

Important Information - Information You have given Us (Continued)

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your Policy** and any claim. For example, **We** may:

- treat this **Policy** as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover **We** would not have otherwise offered;
- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been made adversely impacted by **Your** carelessness;
- reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**; or
- cancel **Your Policy** in accordance with **Our** rights to cancel

We or **Your Broker** will write to **You** if **We**:

- intend to treat **Your Policy** as if it never existed; or
- need to amend the terms of **Your Policy**

If **You** become aware that the information **You** have given **Us** is inaccurate, **You** must inform **Your Broker** as soon as practicable.

Please read **Your Policy** carefully to ensure it meets **Your** needs. If **You** do not understand the terms, exclusions or conditions or if any information is incorrect or incomplete **You** must tell **Your Broker** immediately.

You must notify **Your** insurance advisor:

- without delay if **You** become aware that information **You** have given **Us** is inaccurate;
- within fourteen (14) days of **You** becoming aware about any changes in the information **You** have provided to **Us** which happens before or during the **Period of Insurance**.

When **We** are notified that information **You** previously provided is inaccurate, or of any changes to that information, **We** will tell **You** if this affects **Your Policy**. For example, **We** may amend the terms of **Your Policy**, or require **You** to pay more for **Your Policy**, or cancel **Your Policy** in accordance with the "Cancellation" clause below.

Your Personal Information Notice

Who we are

We are the underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet **Our** legal obligations.

Important Information - Information You have given Us (Continued)

This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

In certain circumstances, we may need **Your** consent to process certain categories of information about **You** (including sensitive details such as information about **Your** health and any criminal convictions **You** may have). Where **We** need **Your** consent, **We** will ask **You** for it separately. **You** do not have to give **Your** consent and **You** may withdraw **Your** consent at any time. However, if **You** do not give **Your** consent, or **You** withdraw **Your** consent, this may affect **Our** ability to provide the insurance cover from which **You** benefit and may prevent **Us** from providing cover for **You** or handling **Your** claims.

The way insurance works means that **Your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law.

Other people's details you provide to us

Where **You** provide **Us** or **Your** agent or broker with details about other people, **You** must provide this notice to them.

Want more details?

For more information about how **We** use **Your** personal information please see **Our** full privacy notice(s), which is/are available online on **Our** website(s) or in other formats on request.

Contacting us and your rights

We are the data controller of any personal data **You** provide to **Us**. **We** collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes. Please see **Our** Privacy Notice for further information on how **Your** personal data is used, shared, disclosed and retained, **Your** rights in relation to **Your** personal data and how to contact our Data Protection Officer. **Our** Privacy Notice can be found at <https://ascotgroup.com/cookie-and-privacy-policy/>. From time to time **We** may make important updates to our Privacy Notice and these may in turn affect the way **We** use and handle **Your** data. Please ensure **You** review **Our** Privacy Notice periodically to ensure **You** are aware of any changes.

If **You** are entering into this agreement in the course of **Your** business, or as a charity, for charitable purposes and providing information on other individuals to **us**, for example **Your** employees and/or any other party that would be covered under the insurance policy **we** may be placing or services we may provide to **You**, **You** shall ensure that individuals whose personal data **You** are providing to **us** have been provided with fair processing notices that are sufficient in scope and purpose, and that **You** have obtained all appropriate consents, where required, or are otherwise authorised, to transfer the personal data to **us** and enable **us** to use the personal data and process the personal data for the purposes of this agreement and as set forth in our Privacy Notice. **You** must not share personal data with **us** that is not necessary for **us** to offer, provide or administer **our** services to **You**.

Important Information - Information You have given Us (Continued)

If you are entering into this agreement in the course of your business, or as a charity, for charitable purposes and providing information on other individuals to us, for example your employees and/or any other party that would be covered under the insurance **Policy** we may be placing or services we may provide to you, you shall ensure that individuals whose personal data you are providing to us have been provided with fair processing notices that are sufficient in scope and purpose, and that you have obtained all appropriate consents, where required, or are otherwise authorised, to transfer the personal data to us and enable us to use the personal data and process the personal data for the purposes of this agreement and as set forth in our Privacy Notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

Important Information - "Policyholder Notices"

Cancellation

You can also cancel this **Policy** at any time by writing to **Your** insurance advisor.

We can cancel this **Policy** by giving **You** thirty (30) days' notice in writing.

We will only do this for a valid reason (examples of valid reasons are as follows):

- Failure to provide **Us** with information **We** have requested that is directly relevant to the cover provided under this **Policy** or any claim;
- The use of foul or offensive language;
- Nuisance or disruptive behaviour
- Non-payment of premium;
- **We** have identified serious grounds (such as the use or threat of violence or aggressive behaviour against **Our** staff, contractors or property);
- There is a change in risk occurring which **We** are unable to insure;
- **We** establish that **You** have provided **Us** with incorrect information;
- Failure to take care of the property insured;
- **You** breach any terms and conditions of **Your Policy**.

Please also see the Fraud conditions and the Change in Circumstances conditions in the General Conditions section of this **Policy**.

Where possible, **We** will try to seek an opportunity to resolve the matter with **You**.

If **We** cancel the **Policy** **We** will refund premiums already paid for the remainder of the current **Period of Insurance** based on a proportional daily rate depending on how long this insurance has been in force.

Refund of Premium

You have a statutory right to cancel this **Policy** by writing to **Your** insurance advisor within fourteen (14) days of either:

- the date **You** receive this **Policy**; or
- the start of the **Period of Insurance**

whichever is the later.

If this **Policy** is cancelled then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

Important Information - "Policyholder Notices" (Continued)

If **You** cancel this **Policy** outside of the statutory right period, there may be an additional charge, as stated in the **Schedule**, to cover the administrative cost of providing the insurance.

If **We** pay any claim, in whole or in part, then no refund of premium will be allowed.

If **You** do not exercise **Your** right to cancel **Your Policy**, it will continue in force and **You** will be required to pay the premium.

If **You** or **Us** cancel the **Policy**, and **You** have not made a claim during the current **Period of Insurance**, **We** will calculate the proportionate premium for the period **You** have been insured and will refund any balance, less an administration fee, for any remaining period of cover. No premium will be refunded for amounts under £25.00 + IPT + fee that has been paid to **Us**.

The Law applicable to this insurance

Under the laws of the **United Kingdom** both **You** and **We** are free to choose the law which applies to this contract to the extent permitted by those laws. Unless **You** and **We** agree otherwise, the law which applies to this insurance is the law which applies to the part of the United Kingdom where the **Premises** are located.

We and **you** have agreed that any legal proceedings between **You** and **Us** in connection with this insurance will only take place in the courts of the part of the **United Kingdom** in which the **Premises** are located.

Several Liability Notice

The liability of insurers is several and not joint and is limited solely to the extent of their individual proportions. The insurers are not responsible for the subscription of any co-subscribing insurer or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

Our use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be expressed in the English language.

Definitions

Broker

The intermediary who arranged this insurance on **Your** behalf.

Damage(d)

Accidental loss, destruction or damage to the **Trailer** or **Fixed Equipment**.

Europe

means member countries of the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia and Switzerland.

Endorsement

A change in the terms and conditions of this insurance.

Excess(es)

The amount **You** will have to pay towards each separate claim.

Fixed Equipment

means any equipment or apparatus permanently fixed (fixtures and fittings) to the **Trailer** but excluding gas bottles.

Market Value

- a. the cost of replacing **Your Trailer** with one of the same age and similar type and condition.
- b. the cost of replacing **Your Fixed Equipment** as new, less a deduction for wear, tear and depreciation.

Period of Insurance

The period of insurance specified in the **Schedule**.

Policy

The entirety of the policy, the **Schedule** and/or any endorsements or amendments (whether or not such endorsements or amendments are agreed prior to the policy of insurance coming into force or at any time thereafter).

All references to the terms, conditions and exclusions of the policy will be construed as referring to the entire policy.

Schedule

The document showing the details of the **Policy** holder and the cover provided.

Sum Insured/Limit of Indemnity

The sum or limit specified in the **Schedule** as applying to the relevant Section of this **Policy** or items insured.

Definitions (continued)

Territorial Limits

means Great Britain Northern Ireland the Isle of Man or the Channel Islands

Trailer

The trailer as described in the **Schedule**.

We/Us/Our/Underwriters

Ascot Syndicate 1414 at Lloyd's

You/Your/Insured

means the Insured Person(s) or entity named in the **Schedule**.

Section 1 - Trailer Cover

Important Conditions in respect of Section 1

Security Precautions

The following security precautions must be in place otherwise all claims arising from theft or attempted theft will be excluded:

1. The **Trailer** must be clamped by a wheel clamp or hitch lock when not in use unless being kept in a building:
 - a. that is totally enclosed and secure; and
 - b. that is a permanent substantial structure of brick, stone or timber; and
 - c. has doors kept locked by a minimum of a patent 5-lever lock
2. Whilst the **Trailer** is in use and detached from the towing vehicle the **Trailer** must be clamped by a wheel clamp or hitch lock.

Cover

If the **Trailer** and **Fixed Equipment** is subject to **Damage**, fire or theft during the **Period of Insurance** then following a valid claim **We** will pay:

1. If the **Trailer** and/or **Fixed Equipment** is under three years old at the commencement of this insurance:
 - a. If a repair is carried out to the **Trailer** and/or **Fixed Equipment**, **We** will pay the cost of that repair without any deduction for wear and tear;
 - b. If **Your Trailer** and/or **Fixed Equipment** is **Damaged** beyond economic repair or is stolen and not recovered, **We** will replace **Your Trailer** and/or **Fixed Equipment** with a new trailer and/or fixed equipment of the same make and model or the nearest equivalent;

The maximum amount **We** will pay is the **Sum Insured** stated in your **Schedule**

2. If the **Trailer** and/or **Fixed Equipment** is three or more years' old at the commencement of this insurance, **Your** claim will be calculated as follows:
 - a. If a repair is carried out to the **Trailer** and/or **Fixed Equipment**, **We** will pay the cost of that repair without any deduction for wear and tear;
 - b. If the **Trailer** and/or **Fixed Equipment** is **Damaged** beyond economic repair or is stolen and not recovered, **We** will pay the **Market Value**.

The maximum **We** will pay is the **Sum Insured** stated in the **Schedule**.

provided that the **Trailer** and/or **Fixed Equipment** was under **Your** custody or control or **Your** immediate family's custody or control or on loan in an emergency.

Section 1 - Trailer Cover (continued)

At **Our** option **We** will choose whether to pay **You** or repair or replace the **Damaged Trailer**.

Average

Where **Your Trailer** and /or **Fixed Equipment** is under three years old and any **Damage** results in the **Trailer** and/or **Fixed Equipment** being beyond economic repair or is stolen and not recovered the settlement will be based on "New for Old". **You** must ensure that the **Sum Insured** stated in the **Schedule** is adequate to cover the cost of a new trailer and/or fixed equipment of the same make and model or the nearest equivalent.

Where the **Trailer** and/or **Fixed Equipment** is over three years old and any **Damage** results in the **Trailer** and/or **Fixed Equipment** being beyond economic repair or is stolen and not recovered, **We** will pay the **Market Value**. **You** must ensure that the **Sum Insured** stated in the **Schedule** is adequate to cover the cost of

- a. replacing **Your Trailer** with one of the same age and similar type and condition.
- b. replacing **Your Fixed Equipment** as new, less a deduction for wear, tear and depreciation.

Otherwise **We** may reduce a claim payment and pay a proportion of **Damage** as the **Sum Insured** bears to the full replacement cost.

Exclusions to Section 1

The following Exclusions apply:

1. Depreciation, deterioration, manufacturing defects, wear and tear, **Damage** or loss caused by moth, vermin, mildew, rot, water leakage of any cause, or any gradually operating process.
2. Mechanical or electrical breakdown or fault not resulting in **Damage** to the **Trailer**.
3. **Damage** to tyres by braking or by punctures on roads, cuts or bursts.
4. **Damage** to the **Trailer** if:
 - a. let out for hire or reward unless on loan in an emergency.
 - b. not maintained in an efficient and roadworthy condition.
 - c. being used in an illegal or dangerous manner.
5. Any amount above the last known list price of any part or accessory that is now obsolete or no longer available.
6. **Damage** to any property contained in the **Trailer**.
7. Loss due to delay or detention by authorities.
8. Loss, theft or malicious **Damage** not reported to the police as soon as possible after discovery.
9. Any Consequential Loss.
10. **Damage** whilst the **Trailer** is hired or lent out unless on loan in an emergency.
11. Theft or loss arising from deception or fraud.
12. Loss or depreciation of the **Trailer** or **Fixed Equipment** resulting from reduction in the market value.
13. **Damage** to the **Trailer** caused by livestock.
14. **Damage** to the **Trailer** whilst outside the **Territorial Limits**.

Section 2 - Trailer Replacement Hire

Cover

Following a valid claim under Section 1, if the **Trailer** becomes unusable for more than 24 hours **We** will cover **You** for up to 15% of the **Sum Insured** for the reasonable cost **You** incur of hiring another trailer similar to the one insured under this **Policy**.

Section 3 - Public Liability

We insure **You** up to the **Limit of Indemnity** specified in the **Schedule** in respect of:

- Amounts **You** become legally liable to pay for death or bodily injury or loss of **Damage** to property arising from one event or all events of a series consequent on one original cause happening during the **Period of Insurance** and caused by or through **Your** use of the **Trailer**.
- In addition, costs and expenses of defending litigation incurred with **Our** written consent in respect of any claim against **You** which may be the subject of indemnity under this **Policy**.

Exclusions to Section 3

This **Policy** will not indemnify **You** in respect of:

1. Death or bodily injury, loss or **Damage** occurring while the **Trailer** is being transported or towed by a motor vehicle is attached to or becomes detached from a motor vehicle.
2. Death or bodily injury to **You**, any person that lives with **You**, any member of **Your** immediate family, **Your** agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with **You**.
3. Loss or **Damage** to any property owned, held in trust, in the charge of or under the control of **You**, any person that lives with **You**, any member of **Your** immediate family, **Your** agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with **You**.
4. Pollution or contamination of water, buildings or structures, land, or the atmosphere and death or bodily injury, loss or **Damage** to property caused by such pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time.
5. Any event which results from **Your** deliberate act or omission and which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission.
6. Any judgement award to settlement made within the countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part).
7. Liability arising from the ownership possession or use of any mechanically propelled vehicle.
8. Any liability that arises only because of an agreement or contract.
9. Any loss, injury, **Damage**, illness, death or legal liability caused by or arising from the failure of any computer hardware or software or any other electrical equipment.
10. Liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or other compulsory road traffic act legislation;

Section 4 - European Use

This insurance will operate for a maximum period of up to 90 days whilst the **Trailer** is in **Europe** (including sea crossings) and will be subject to the same terms and conditions of the **Policy** that apply whilst the **Trailer** is in the United Kingdom.

General Exclusions

This **Policy** is subject to the following exclusion clauses:

1. **Asbestos Exclusion Clause**

This **Policy** does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

2. **Contamination and Pollution Exclusion Clause**

1. This **Policy** does not cover any loss or **Damage** or liability due to contamination, soot, deposit, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.
2. This Exclusion does not apply if such loss or **Damage** arises out of one or more of the following perils;
 - i) fire, lightning, explosion, impact of aircraft
 - ii) vehicle impact, sonic boom
 - iii) accidental escape of water from any tank, apparatus or pipe
 - iv) riot, civil commotion, malicious damage
 - v) storm, hail
 - vi) flood inundation
 - vii) earthquake
 - viii) landslide, subsidence
 - ix) pressure of snow, avalanche
 - x) volcanic eruption

3. **Cyber and Data Exclusion**

This **Policy** does not cover any:

1. Cyber

loss, **Damage**, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;
- iii. any computer related hoax relating to 1. i. and/or 1. ii. above.

General Exclusions (continued)

However, where:

- a fire or explosion occurs as a result of 1. i. or 1. ii. above; or
- a theft or attempted theft immediately follows 1. i. or 1. ii. above;

and that fire, explosion, theft or attempted theft would otherwise be covered under this contract, **We** will still cover physical loss or **Damage** resulting from that fire, explosion, theft or attempted theft.

2. Electronic Data

loss of or **Damage** to any electronic data (for example files or images) wherever it is stored.

4. Institute Radioactive Contamination Exclusion Clause

In no case will this **Policy** cover loss, **Damage**, liability, or expense, directly or indirectly caused by or contributed to by or arising from;

- i. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- iii. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

5. Micro-Organism Exclusion Clause

This **Policy** does not cover any loss, **Damage**, claim, cost, expenses or other sum, directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is;

- i. any physical loss or **Damage** to insured property
- ii. any **Damage** or cause whether or not contributing concurrently or in any sequence
- iii. any loss of use, occupancy, or functionality
- iv. any action required including but not limited to repair, replacement, removal, clean up, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in this **Policy** that provides insurance, in whole or in part, for these matters.

General Exclusions (continued)

6. Infectious or Contagious Disease

This **Policy** does not cover any loss, **Damage**, liability, cost or expense, in any way caused by or resulting from:

- i. **infectious or contagious disease**;
- ii. any fear or threat of i. above; or
- iii. any action taken to minimise or prevent the impact of i. above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

7. Nuclear Energy Risks Exclusion Clause

This **Policy** excludes Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this **Policy** Nuclear Energy Risks are defined as all first party and or third-party insurances in respect of;

- i. nuclear reactors and nuclear power stations or plant
- ii. any other premises or facilities whatsoever related to or concerned with:
 - a) the production of nuclear energy or
 - b) the production or storage or handling of nuclear fuel or nuclear waste
 - c) any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

8. Sonic Bangs

The insurance by this **Policy** does not cover **Damage** caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

9. Terrorism Exclusion

We will not pay for loss or **Damage** occasioned by or happening through or in consequence directly or indirectly of

- a. Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

And

- b. in Northern Ireland civil commotion

This **Policy** also excludes **Damage** or loss resulting from **Damage** directly or indirectly caused by resulting from or in connection with any action aimed in controlling preventing suppressing or in any way relating to an act of Terrorism.

General Exclusions (continued)

In Great Britain and Northern Ireland Terrorism means

acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

In so far that the insurance by this **Policy** is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to influence any government or any international governmental organisation or put the public or any section of the public in fear.

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any **Damage** or loss resulting from **Damage** is not covered by this **Policy** the burden of proving that such **Damage** or loss is covered shall be upon the **Insured**.

10. War and Civil War Exclusion Clause

This **Policy** does not cover loss or **Damage** directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or **Damage** to property by or under the order of any government or public or local authority.

11. Financial Sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this **Policy** where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **Period of Insurance** **We** may cancel this **Policy** immediately by giving **You** written notice at **Your** last known address. If **We** cancel the **Policy** **We** will refund premiums already paid for the remainder of the current **Period of Insurance**, provided no claims have been paid or are outstanding

12. Existing and Deliberate Damage Exclusion

We will not pay for loss or **Damage**:

- Occurring outside of the **Period of Insurance**;
- Caused deliberately by **You** or any person lawfully in **Your** home. Unless expressly included in this insurance.

General Exclusions (continued)

13. Indirect Loss or Damage

We will not pay for any loss or **Damage** that is not directly associated with the incident that caused **You** to claim, except where that loss or **Damage** is expressly included within this insurance.

14. Confiscation Exclusion

We will not pay for loss, **Damage** or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

General Conditions

1. Payments

Where payment of premium is not made, any cover otherwise provided by this insurance will be inoperative from the date the premium was due.

Where a claim has been notified during the current **Period of Insurance**, **You** must continue with the monthly payments throughout the remaining **Period of Insurance**, or pay the remaining premium in full. If **You** fail to do so, a claim may be rejected or payment could be reduced.

2. Fraud

If **You** make a fraudulent claim under this insurance contract, then **We**:

- a) Are not liable to pay the claim; and
- b) May recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- c) May by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under clause c) above:

- a) **We** will not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim);

and,

- b) **We** need not return any of the premiums paid.

- 3. This insurance will stop covering the **Trailer** as soon as **You** sell it or part with any interest in it, whether temporarily or permanently.
- 4. If any dispute arises as to the amount to be paid under the **Policy**, it may be referred to an arbiter to be appointed by the parties in accordance with the statutory provisions in force at the time. This provision for arbitration adds to **Your** legal rights and does not replace them.
- 5. Contracts (Rights of Third Parties) Act 1999. Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.
- 6. Instalments/Direct Debit if **You** default under a credit arrangement to pay the premium, all coverage ceases from the default date unless **We** agree in writing to re-instate cover.
- 7. **You** cannot transfer **Your** interest in the **Policy** without **Our** written permission.

General Conditions (continued)

Policy Excesses

Your Policy Excess will apply as per the below table unless specified otherwise in **Your Schedule**.

You must pay an amount towards each claim. The amount **You** pay is called the **Excess**.

The following excesses apply to each and every claim:

Section	Excess
Section 1	£100
Section 2	£100
Section 3	Nil
Section 4	£100

Rights of Third Parties

A person who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

E.U. Disclosure Clause

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance will be subject to the laws of England and Wales and subject to the exclusive jurisdiction of the courts in England and Wales.

Claims

How to make a claim

On the happening of any event which may give rise to a claim **You** must notify the **Underwriters'** Claims Representatives without delay, but in any event, within 30 days by calling:

Telephone: +44 (0) 1732 520273

Out of office hours: +44 (0) 1732 520270

Email: new.claims@woodgate-clark.co.uk

At the time of making a claim, **You** will be asked:

- Your name, address and telephone number
- The **Policy** number stated on **Your Schedule**
- The date of the incident
- Policy details/crime reference number where applicable
- The cause of the loss or **Damage**
- Details of the loss or **Damage** together with claims value if known
- Names and addresses of any parties involved or responsible for the incident (including details of injuries) and names and addresses of any witnesses.

And at **Your** own expense **You** must adhere to the conditions below:

Things **You** must do

You must comply with the following conditions. If **You** fail to do so, **We** may not pay **Your** claim, or any payment could be reduced.

1. **You** must notify **Your** insurance advisor as soon as practicable giving full details of what has happened.
2. **You** must provide **Your** insurance advisor with any other information **We** may require.
3. **You** must forward to **Your** insurance advisor as soon as practicable, but no later than fourteen (14) days, if a claim for liability is made against **You**, any letter, claim, writ, summons or other legal document **You** receive.
4. **You** must inform the Police, as soon as practicable, following any loss caused by malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
5. **You** must not admit liability or offer or agree to settle any claim without **Our** written permission.
6. **You** must take all reasonable care to limit any loss, **Damage** or injury.
7. **You** must retain ownership of **Your** property at all times. **We** will not take ownership of or accept liability for any of **Your** property unless **We** agree with **You** in writing in advance to do so.

Claims (continued)

Defence of claims

We may, at **Our** discretion take full responsibility for conducting, defending or settling any claim in **Your** name and take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this **Policy**.

To help Us settle Your claim

It is **Your** responsibility to prove any loss and therefore **We** may ask **You** to provide receipts, valuations, photographs, and any other relevant information and documents and assistance **We** may require to help with **Your** claim.

Fraudulent Claims

You must not act in a fraudulent manner, if **You** or anyone acting for **You**:

- Make a claim under the **Policy** knowing the claim to be false, or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim knowing the statement to be false in any respect; or
- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or **Damage** caused by your wilful act or with your connivance

Then:

- **We** shall not pay the claim;
- **We** shall not pay any other claim which has been or will be made under the **Policy**;
- **We** may declare the **Policy** void;
- **We** shall be entitled to recover from **You** the amount of any claim paid under the **Policy** since the last renewal date;
- **We** shall not make any return premiums;
- **We** may inform the Police of the circumstances.

Complaints Procedure

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing **You** with the highest standard of service.

If **You** have any questions or concerns about **Your Policy** or the handling of a claim **You** should in the first instance contact the insurance advisor who arranged this **Policy** for **You**.

If **You** wish to make a complaint about the sales process or suitability of **Your Policy**, **You** should contact the Insurance advisor who arranged this **Policy** for **You**.

If **Your** complaint is about the handling of **Your** claim please contact **Our** claims representatives Woodgate and Clark Limited by phone on +44 (0) 1732 520270, by e-mail to complaintsdept@woodgate-clark.co.uk or by post at Woodgate and Clark Limited, 42 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4AJ.

However, in the event that **You** wish to make a formal complaint **You** should contact **Us** using one of the following options:

- In writing (letter or email) to the address shown below; or
- By telephone to the telephone number shown below.

If **Your** complaint relates to any other matter including claims, **You** should contact : Commercial Express Quotes Limited, details below, who will try to resolve Your complaint. Commercial Express will review the circumstances of Your complaint and provide you with a response within fourteen (14) calendar days.

The Compliance Manager, Commercial Express, B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH

Phone: +44 (0) 1384 473201

Email: complaints@commercialexpress.co.uk

A copy of Commercial Express' complaints procedure can be viewed at

<https://www.commercialexpress.co.uk/complaints>

Alternatively, a copy can be provided on request.

If Your complaint needs to be dealt with by **Us**, Commercial Express will promptly forward details of **Your** Complaint to **Us**. **We** will review Your complaint and will investigate the circumstances regarding **Your** complaint and write to **You** within fourteen (14) calendar days with a response.

You may also raise a complaint directly with **Us** by using the contact details below:

Complaints Manager, Ascot Underwriting Limited, 20 Fenchurch Street, London, EC3M 3BY

Phone: +44 (0) 207 743 9600

Email: complaints.inbox@ascotgroup.com

We will review Your complaint and will investigate the circumstances regarding Your complaint and write to You within fourteen (14) calendar days with a response.

If **You** are not satisfied with the response or have not received a response from Commercial Express or **Us** within fourteen (14) calendar days, **You** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct

a full investigation of **Your** complaint and provide **You** with a written final response. If **You** wish to ask Lloyd's to investigate **Your** complaint **You** may do so by contacting:

Complaints Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN
Email: complaints@lloyds.com
Phone: +44 (0) 207 327 5693
Fax: +44 (0) 207 327 5225
Web: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "HOW WE WILL HANDLE YOUR COMPLAINT" available at www.lloyds.com/complaints and are also available from the above address.

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint **You** may (subject to eligibility) have the right to refer **Your** complaint to the Financial Ombudsman Service, using the details below.

Alternative Dispute Resolution Body

Should You be dissatisfied with the outcome of your complaint, You may have the right to refer Your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. Contacting the FOS does not affect Your right to take legal action.

If You live in the United Kingdom or the Isle of Man, the contact information is:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR
Phone: +44 (0) 800 023 4567 (calls to this number are free from "fixed lines" in the UK)
+44 (0) 300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).
Email: complaint.info@financial-ombudsman.org.uk.

You can find more information on the FOS at www.financial-ombudsman.org.uk

If You live in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman, PO BOX 114
Jersey, Channel Islands
JE4 9QG.
Phone:
Jersey +44 (0)1534 748610;
Guernsey +44 (0)1481 722218;
International +44 1534 748610.
Fax +44 1534 747629
Email: enquiries@ci-fo.org
Website: www.ci-fo.org

Please remember that **You** will have to refer **Your** complaint to the Financial Ombudsman Service within 6 months of receiving Lloyd's final response.

If **You** appoint someone to act on **Your** behalf or if **You** ask someone else to act on **Your** behalf **You** should provide **Us** with written authority to allow **Us** to deal with them. **We** will not pay their costs.