



Horse Trailer Policy Document

Underwritten by


ECCLESIASTICAL

Arranged by


**SOUTH ESSEX
INSURANCE BROKERS**
South Essex Insurance Brokers Ltd.
are authorised and regulated by
the Financial Services Authority.

HORSE TRAILER DAMAGE, THEFT & LIABILITY

We (the Ecclesiastical Insurance Office plc) and you (the Insured named in the schedule) agree the following

You will pay the premium

We will provide the cover described in this policy for any loss damage or liability that occurs during a period of insurance for which you have paid a premium

The policy and the schedule must be read together and any word or phrase which has been explained in this policy will have that meaning wherever it appears

This policy will be governed by English law unless **you** live in Scotland in which case the law of Scotland will apply. If there is any dispute as to which law applies, it will be English law.



Managing Director

DEFINITIONS

Each time the following words or phrases are used in this booklet they will be printed in **bold** type and will have the specific meaning shown below

You, your

The people named as insured in the schedule

We, our, us

Ecclesiastical Insurance Office plc

Excess

The amount **you** must pay towards any claim

British Isles

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man

SECTION 1 – HORSE TRAILER DAMAGE, THEFT & LIABILITY

WHAT IS COVERED

- 1 Accidental loss of or damage to the Horse Trailer described in the schedule occurring within the **British Isles**.
- 2 **Recovery and delivery**
After any loss or damage insured by this section **we** will pay **you** the necessary and reasonable costs **you** have paid, with **our** permission to:
 - (a) protect the Horse Trailer and take it to the nearest suitable repairers
 - (b) deliver the Horse Trailer to **your** home
- 3 **Third party liability**
We will insure **you** against **your** legal liability as owner of the Horse Trailer up to £1,000,000 for any one accident or series of accidents (inclusive of all damages costs and expenses incurred with our written consent).

We will provide this cover for liability arising from:
 - accidental bodily injury including death disease or illness or
 - accidental damage to property happening in the **British Isles**

WHAT IS NOT COVERED

- 1
 - i) The amount of any **excess** shown in **your** schedule
 - ii) Loss or damage while the Horse Trailer is being used for **your** job profession or business or for hire and reward
 - iii) Damage to tyres by punctures cuts or bursts
 - iv) Any loss insured elsewhere in this or any other policy
 - v) Loss of or damage to contents other than accessories
 - vi) Loss of the Horse Trailer through deception
 - vii) Loss of the trailer by theft from a locked building unless involving forcible and violent means of entry into or exit from the premises.
 - viii) Loss of the trailer by theft other than from a locked building unless at the time of the loss it is protected by a proprietary wheel clamp or other security device acceptable to us and noted on your statement of facts sheet
- 2 **Third party liability**
Liability arising from the following:
 - i) Loss of or damage to property belonging to held in trust or controlled by **you**
 - ii) **Your** job profession or business or for hire and reward
 - iii) Injury (including death disease or illness) to **you** or any person employed by **you**
 - iv) Any vehicle towing or transporting the Horse Trailer
 - v) Any agreement **you** have made unless **you** would have been liable even without the agreement

SETTLING CLAIMS

We will pay the cost of replacing or repairing the property or **we** may replace the property or arrange for the repairs to be carried out.

We will pay the market value of the Horse Trailer if it is lost or it would not be economical to repair the damage.

However if the loss or damage occurs within 12 months of **you** buying the Horse Trailer as new **we** will pay the cost of replacing it as new or **we** may replace it as new.

If **we** know that **you** are still paying for the Horse Trailer under a hire purchase or leasing agreement **we** will pay the hire or lease company

Our liability under this section will then end

The most **we** will pay for any one claim is the sum insured shown in the schedule

We will not reduce the sum insured after **we** pay a claim except for total loss or destruction in which case cover will end.

CONDITIONS APPLYING TO SECTION 1

1 Duty of care

You must take all reasonable steps to prevent loss of or damage to the Horse Trailer insured by this policy and to maintain the Horse Trailer in a good condition and in a good state of repair.

2 Other insurances

At the time of any loss damage or liability resulting in a claim under this policy if **you** have any other insurance covering the same loss damage or liability **we** will only pay **our** share of the claim.

3 Changes to risk

This policy shall become void if there is any alteration after the start of this insurance which increases the risk of loss damage accident or liability (unless the alteration has been accepted by **us** in writing)

4 Cancelling the policy

Your right to cancel in the cooling-off period

If after insuring with **us** and receiving the full written policy documentation including the schedule **you** subsequently change **your** mind **you** have 14 days to write to the sender confirming that **you** do not wish to continue. No charge will be made and any premium **you** have already paid will be refunded.

Your right to cancel after the cooling-off period

If **you** do not cancel the policy within the 14-day cooling-off period mentioned above, the policy is in force and **you** are committed to pay the premium. However, **you** can still cancel the policy providing **you** give Ecclesiastical Insurance notice in writing. As long as **you** have not made a claim you will receive a refund of the part of your premium which covers the cancelled period, providing this exceeds £10. If **you** have made a claim then the full annual premium is due.

Our right to cancel

We have the right to cancel the policy by giving you 7 days notice in writing sent by recorded delivery to your last known address. If **we** cancel the policy **we** will refund the part of **your** premium which covers the cancelled period.

5 Making a claim

(1) If any event which may result in a claim under this policy occurs **you** must tell **us** as soon as is reasonably possible. The action to take then depends on the type of claim

- Accidental loss theft vandalism or malicious acts - Tell the police immediately
- Legal liability for injury or damage - Immediately send **us** any writ summons or other legal document **You** must not negotiate or admit or deny any claim without **our** written permission

(2) **You** must give **us** at **your** expense all reasonable details and evidence which **we** ask for.

RIGHTS AND RESPONSIBILITIES APPLYING TO SECTION 1

- 1 **We** may enter Horse Trailer where loss or damage has occurred and deal with any salvage. However **you** must not abandon any property to **us**.
- 2 **We** may take over and deal with in **your** name the defence or settlement of any claim.
- 3 **We** may take proceedings in **your** name but at **our** expense to recover the amount of any payment **we** have made under this policy
- 4 A person or Company who is not party to this policy has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this policy, but this does not effect any right or remedy of a third party which exists or is available apart from that Act.

EXCLUSIONS APPLYING TO SECTION 1

1 Radioactive contamination

We will not cover any claim or expense of any kind caused directly or indirectly by:

- ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning nuclear fuel;
- the radioactive poisonous explosive or other dangerous properties of any nuclear equipment or part of that equipment

2 War risks

We will not cover any loss or damage caused by war act of foreign enemy hostilities (whether war be declared or not) civil unrest revolution or military force

3 Sonic bangs

We will not cover any loss or damage by pressure waves caused by aircraft or other flying devices travelling at sonic or supersonic speeds

4 Uninsurable risks

We will not cover the following

- Damage caused by wear and tear atmospheric or climatic conditions (other than storm or flood) rot fungus insects vermin or any gradual cause
- Mechanical or electrical breakdown
- Property being confiscated or detained by any government public or police authority

5 Pollution or contamination

We will not cover any claim or expense of any kind caused directly or indirectly by pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

6 Reduction in market value

We will not make any extra payment for a reduction in the market value following a repair reinstatement or replacement paid for under this policy

7 Terrorism

(i) Terrorism Exclusion Clause for Contamination

Applicable to any section or part of a section insuring damage to property

Notwithstanding any provision to the contrary within this insurance it is agreed that regardless of any contributory cause this insurance does not cover any loss damage expense or consequential loss of whatsoever nature directly or indirectly caused by resulting from or in connection with

- a) Contamination or the threat of Contamination
- b) any action taken in controlling preventing or in any way relating to Contamination or the threat of Contamination

due to any act of Terrorism.

For the purpose of this endorsement 'Contamination' means the contamination poisoning or prevention and/or limitation of the use of objects due to the effects of any substance or process.

If **we** allege that by reason of this exclusion any loss damage expense or consequential loss is not covered by this insurance the burden of proving the contrary shall be upon **you**.

ii) Terrorism Exclusion (Third Party Liability)

Applicable to any section or part of a section insuring legal liability to third parties

Notwithstanding any provision to the contrary it is agreed that this insurance does not provide an indemnity in respect of any liability to third parties for damages costs or expenses directly or indirectly caused by resulting from or in connection with any act of Terrorism.

This policy also excludes any such third party liability directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism.

If **we** allege that by reason of this exclusion any liability for damages costs or expenses of whatsoever nature is not covered by this policy the burden of proving the contrary shall be upon **you**.

COMPLAINTS PROCEDURE

We aim to provide a high standard of service. However, if you have any reason to complain about the advice or service you have received you should contact Ecclesiastical Insurance Group.

You can make your complaint in writing or verbally to the Compliance Officer or Chief Claims Manager at:

**Ecclesiastical Insurance Group, Beaufort House, Brunswick Road, Gloucester GL1 1JZ
Tel: 01452 528533 Fax: 01452 423557 E-mail: complaints@eigmail.com**

- We will acknowledge all complaints within 5 working days.
- All complaints will be investigated independently at a senior level within Ecclesiastical Insurance.
- We will aim to respond formally to your complaint within 4 weeks, but we shall endeavour to report to you within 10 working days whenever possible.
- If after 4 weeks we have not completed our investigation we will write to you to tell you the progress of the investigation. We will then write to you again within 8 weeks of receiving your complaint with our response, or to inform you of the progress being made.
- If you are not satisfied with our response, or we have not completed our investigation after 8 weeks, we will inform you of your right to take the complaint to:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR

This complaints procedure does not affect your right to take legal proceedings.

Financial Services Compensation Scheme

As with all FSA regulated companies, should a situation arise where Ecclesiastical Insurance were unable to pay claims against it you may be entitled to compensation from the FSCS. For further information on the scheme you can visit the website at www.fscs.org.uk or write to Financial Services Compensation Scheme, 7th floor, Lloyds Chambers, 1 Portsoken Street, London E1 8BN. Tel: 020 7892 7300

The scheme was set up under the terms of the Financial Services and Markets Act 2000. They are an independent, non-profit making organisation and cover deposits, insurance and investments.

FSCS may arrange to transfer your policy to another insurer, provide a new policy or, if these actions are not possible, provide compensation. The maximum level of compensation you can receive from the Scheme for a claim against an insurance firm depends on the type of insurance policy. For non-compulsory insurance the first £2,000 of a claim or policy is protected in full. Above this threshold, 90% of the rest of the claim or value of unused premiums will be met.

Our promise of service

We promise to ensure your claims are dealt with as speedily and as fairly as possible and that your insurance is placed with reliable insurers.



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Regulated by and members of the General Insurance Standards Council and the Association of British Insurers

Authorised and regulated by the Financial Services Authority