

Harry Hall One Club Horse Trailer

POLICY DOCUMENT



UNDERWRITTEN BY



ARRANGED BY



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Introduction (not forming part of the policy)

Claims service

Claims should be made to your broker or us directly using the contact methods listed below. New claims can be reported 24 hours a day, seven days a week. Claim updates can be requested during our office hours of 8am – 6pm, Monday to Friday.

Call us on

0345 603 8381

Claim online at

www.ecclesiastical.com

Email

claims@ecclesiastical.com

Fax

0345 602 2869

How we use your data

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

Ecclesiastical Insurance Office plc (“we”, “us”, “our”) is the data controller in respect of any personal data which you provide to us or which we hold about

you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process ‘special categories of personal data’ such as information relating to your health or criminal convictions or information which is likely to reveal your religious beliefs.

We process your personal data for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors, or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that your personal data is protected.

Where we have your consent, we may market our services to you or provide your personal data to

our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting us.

Fraud Prevention

We need to carry out fraud and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange, run by MIB. If you make a claim, we will share your personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

If false or inaccurate information is provided and fraud is identified, your personal data will be passed to fraud prevention agencies including the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at www.ecclesiastical.com/privacypolicy or contact our Data Protection Officer at Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom or on **0345 6073274** or email compliance@ecclesiastical.com.

Definitions

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

Excess

means the amount **you** must pay towards any claim.

Geographical limits

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

Terrorism

means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

We, our, us

means Ecclesiastical Insurance Office plc.

You, your

means the person(s) named as insured in the schedule.

Horse Trailer insurance

Preamble

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

- **We** will provide the cover if **you** pay the 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.
- The language used in this policy and any information in it will be English.

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 **geographical limits**.

2 Recovery and delivery

After any loss or damage insured by this policy **we** will pay **you** the necessary and reasonable costs **you** have paid to:

- (a) protect the Horse Trailer and take it to the nearest suitable repairers.
- (b) arrange delivery of the Horse Trailer after its repair or recovery to **your** address within the **geographical limits**.
- (c) recover any horses that were being transported in the Horse Trailer to **your** address within the **geographical limits** should the Horse Trailer be immobilised or deemed unsafe to transport horses immediately following the incident of loss or damage.

The most **we** will pay under (c) is £500 any one incident per Horse Trailer.

3 Temporary hire of an alternative trailer (if shown as insured on your schedule)

After any insured loss of damage to the trailer described in the schedule which renders it unusable, **we** will pay **you** the costs **you** have to pay to hire a temporary replacement trailer for a period of up to 3 weeks.

The most **we** will pay is £100 per week and £300 in total.

What is not covered

- (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) Loss of or damage to contents other than accessories.
- (v) Loss of the Horse Trailer through deception.
- (vi) Loss of the Horse Trailer by theft from a locked building unless involving forcible and violent means of entry into or exit from the building.
- (vii) Loss of the Horse 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.

What is covered

4 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 arising out of or attributable to one event (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 **geographical limits** during the period of insurance.

What is not covered

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.
- (vi) Any vehicle which must be insured under the Road Traffic Acts.

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

1 Misrepresentation

It is **your** duty to take reasonable care not to make a misrepresentation to **us** if **we** ask **you** a question in connection with **your** insurance or **we** ask **you** to confirm or amend details.

If **you** fail in this duty it may have adverse consequences on **your** insurance policy, including in the worst case scenario, refusing all claims, cancelling the policy from the beginning and retaining all premiums paid.

2 Duty of care

You must take all reasonable steps to prevent or reduce 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.

3 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 be responsible for **our** proportion of the claim.

4 Changes to risk

Please tell **us** as soon as possible if there are any changes to the information set out in the most recent 'Statement of Facts' document issued to **you**. **You** must tell **us** as soon as possible about any of the following:

- (i) any change to **your** postal address for this policy.
- (ii) **you** change your Horse Trailer.
- (iii) any change to the persons who will be driving the towing vehicle.
- (iv) if **you** change where or how your Horse Trailer is kept when not in use.
- (v) if any person insured under this policy receives a criminal conviction which results in a custodial sentence.

If in doubt, **you** should contact **us** using the address or phone number stated in the General information section.

If **you** tell **us** about a change affecting **your** policy, **we** will tell **you** whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **your** policy.

If **you** do not tell **us** about a change described above, or if the information that **you** provide is not complete and accurate, **we** may, depending on the circumstances,

- (i) refuse to pay or reduce the amount **we** pay for any relevant claim;
- (ii) revise the terms and/or premium of **your** policy; or
- (iii) cancel **your** policy in accordance with condition 6.

5 Changes to premium

If **you** make a change in the policy cover and this results in an additional or refund of premium for the period up to the renewal date of the policy then such additional or refund of premium will only be requested or paid by **us** if it exceeds £15.

6 Cancelling the policy

(a) Your right to cancel in the cooling-off period

You have a right to cancel this policy for any reason within the first 14 days of the start of cover (or **your** renewal date) or the date **you** receive **your** policy documentation if this is later.

No charge will be made and any premium **you** have already paid will be refunded, provided that between the start date (or **your** renewal date) and the date that **you** cancel:

- **you** have not made a claim and
- **you** are not aware of any incidents that may give rise to a claim.

If **you** do make a claim or **you** are aware of an incident which may give rise to a claim then **you** must pay the annual premium in full.

(b) 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** tell **us**. As long as **you** have not made a claim, or are not aware of an incident which may give rise to a claim, during the current period of insurance **you** will receive a refund of the part of **your** premium which covers the cancelled period, providing this exceeds £15. If **you** have made a claim or **you** are aware of an incident that may give rise to a claim during the current period of insurance then **you** must pay the annual premium in full.

(c) **Our right to cancel**

(1) **Non-payment of premium**

(a) **If you do not pay your premium by instalments**

Unless otherwise agreed with **us**, **we** will not provide cover under this policy unless **you** pay the premium by the due date. If **you** do not pay the premium by the due date, **we** will send notice of the outstanding premium to **you** and give **you** a further period of at least 14 days from the due date in which to pay the outstanding amount. If payment is still not received in the timescale **we** have advised the policy is cancelled from the outset.

(b) **If you pay your premium by instalments**

Unless otherwise agreed with **us**, **we** will not provide cover under this policy unless **you** pay the first instalment of premium when requested. If the first instalment of premium is not received, the policy is cancelled from the outset.

If **you** pay the first instalment of premium but default on any subsequent instalments, **we** may cancel the policy with effect from the date the first outstanding instalment was due by notifying **you** in writing.

If **your** instalment plan is provided by **us**, **we** will send notice of any outstanding instalment to **you** and advise the date when **we** will re-present **our** payment request to the bank. This will not be less than 14 days from the date on which **our** payment request was originally presented.

We will not cancel the policy for failure to pay the premium or any instalment of premium if such failure is due to error on **our** part or on the part of **your** broker, bank or building society.

(2) **Other cancellation rights**

In addition to **our** rights under (i) Non-payment of premium above and (ii) General Condition 8 Fraudulent claims, **we** have the right to cancel **your** policy at any time by giving **you** at least fourteen days' notice in writing, sent by special delivery to **your** last known address, where **we** have a valid reason for doing so. **Our** cancellation letter will set out the reason why **we** are cancelling **your** policy.

Valid reasons for cancelling **your** policy may include but are not limited to:

- (a) Circumstances which are outside **our** reasonable control, for example:
 - (i) where the law requires that **we** cancel **your** policy.
 - (ii) where the continuation of **your** policy would result in **us** breaching any applicable law or regulation that applies to **your** policy.
- (b) **you** receiving a criminal conviction which results in a custodial sentence.

If **we** cancel **your** policy for a valid reason in accordance with **our** rights under (2) and **you** do not pay by instalments, **we** will refund the part of **your** premium which relates to the period remaining under **your** policy which has been cancelled by **us**.

If **you** have made a claim under **your** policy, **we** will not refund any part of **your** premium and **you** will be required to pay **us** any unpaid premium.

7 **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) (a) To help prove **your** claim **we** may require **you** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, or photographs. **We** may also require **your** consent to obtain information about **your** loss from the Police or other relevant law enforcement agency.
- (b) To help assist in dealing with **your** claim **we** may require **you** to obtain estimates for the replacement or repair of damaged property.

We will only ask for information relevant to **your** claim and **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information as part of **your** claim.

- (3) Following notification of **your** claim property damaged beyond repair must be retained for at least 30 days (or any period **we** agree) and made available for **our** inspection.

8 Fraudulent claims

If a claim made by **you** or anyone acting on **your** behalf, or any other person claiming to obtain benefit under this policy, is fraudulent or exaggerated whether ultimately material or not, or if any **damage** is caused by **your** wilful act or with **your** connivance **we** may at **our** option:

- (a) repudiate the claim.
- (b) recover any payments already made by **us** in respect of the claim.
- (c) cancel the policy from the date of the fraudulent act and retain the premium due for the unexpired period of insurance from the date of cancellation up to the renewal date.

If **we** cancel the policy **we** will notify **you** in writing, by special delivery to **your** last known address.

9 Arbitration

Provided **we** have admitted liability for a claim any dispute as to the amount to be paid shall be resolved by arbitration in accordance with the statutory provisions in force at the time by:

- (a) an agreed arbitrator or if an arbitrator cannot be agreed
- (b) an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given seven days' written notice to the other party.

You must not take legal action against us over the dispute before the arbitrator has reached a decision.

Rights and Responsibilities

- (1) **We** may enter the Horse Trailer where loss or damage has occurred and deal with any salvage. However, **we** will not accept property abandoned 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. **You** must give **us** all the information related to **your** claim to enable **us** to make these recoveries. **We** will pay for any reasonable expenses **you** incur in providing **us** with this information.
- (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 affect any right or remedy of a third party which exists or is available apart from that Act.

Exclusions

1 Radioactive contamination

We will not cover any loss, damage, cost, expense or any legal liability directly or indirectly caused by or contributed to by or arising from:

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

2 War risks

We will not pay for loss, damage or liability which is the direct or indirect result of any of the following, whether or not contributed to by any other cause or event:

- (a) war
- (b) invasion
- (c) activities of a foreign enemy
- (d) hostilities or warlike operations (whether war has been declared or not)
- (e) civil war
- (f) mutiny
- (g) revolution, rebellion or insurrection (meaning people rising up and rebelling against the government by force)
- (h) civil commotion which is so severe or widespread that it resembles a popular uprising
- (i) military power (even if properly authorised by the duly elected government)
- (j) martial law
- (k) usurped power (meaning power taken by force by any person or group, including the armed forces, which is not the duly elected government) or
- (l) property being confiscated by any government or public or local authority

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 risk

We will not cover the following:

- (a) damage that happened before cover under this policy started.
- (b) any loss or damage caused deliberately by **you** or anyone acting on **your** behalf.
- (c) damage caused by wear and tear, atmospheric or climatic conditions (other than storm or flood), rot, fungus, insects or any gradual cause.
- (d) damage caused by faulty workmanship, materials, specification or design.
- (e) damage caused by cleaning, dyeing, repair or restoration.
- (f) mechanical or electrical breakdown.

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

Part A

Property

applicable to the property insured under this policy

We will not cover any loss, damage, cost or expense directly or indirectly caused by, contributed to, by, resulting from, or arising out of or in connection with:

- (a) biological, chemical, or nuclear pollution
- (b) contamination

due to any act of **terrorism**.

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

Part B

Third Party Liability

applicable to the third party liability cover under this policy

This insurance does not provide an indemnity in respect of any liability to third parties or any liability incurred by **you** 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 or any liability incurred by **you** 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 loss, damage, expense or indirect loss is not covered by this insurance the burden of proving the contrary shall be upon **you**.

8 Indirect loss

We will not cover any indirect losses which result from the incident that caused **you** to claim, except as specifically provided for under this policy.

General information (not forming part of the policy)

Complaint handling procedures

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or verbally at any time to:

Ecclesiastical Insurance Office plc
Benefact House,
2000 Pioneer Avenue,
Gloucester Business Park,
Brockworth, Gloucester,
GL3 4AW, United Kingdom

Tel: 0345 777 3322

Fax: 0345 604 4486

Email: complaints@ecclesiastical.com

Our promise to you

We will aim to resolve your complaint within one business day. For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision.

To resolve your complaint we will:

- Investigate your complaint diligently and impartially
- Keep you informed of the progress of the investigation
- Respond in writing to your complaint as soon as possible.

If you are not satisfied with our response, or if we have not completed our investigation within eight weeks, we will inform you of your right to take the complaint to:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Tel: 0800 0 234 567

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

Web: www.financial-ombudsman.org.uk

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

The Financial Services Compensation Scheme (FSCS)

The Financial Services Compensation Scheme (FSCS) is the independent body, set up by government, which gives you your money back if your authorised* financial services provider goes bust.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

You can contact the FSCS helpline on **0800 678 1100** or **0207 741 4100**, write to the address below or visit the website -

www.fscs.org.uk

Financial Services Compensation Scheme
10th Floor, Beaufort House,
15 St Botolph Street,
London EC3A 7QU.

Email enquiries@fscs.org.uk

*The FSCS can only pay compensation for customers of financial services firms authorised by the PRA or the FCA.

This contract is underwritten by:
Ecclesiastical Insurance Office plc.

Our FCA register number is 113848.
Our permitted business is general insurance.

**You can check this on the
FCA's register by visiting the
FCA's website**

www.fca.org.uk/register

**or by contacting the FCA on
0800 111 6768**

If you would like more information about Ecclesiastical visit us at:

www.ecclesiastical.com

We can provide this booklet, upon request, in large print, Braille, audio tape and e-text.

If you would like more information about South Essex Insurance Brokers contact us at:

South Essex House

North Road

South Ockendon

Essex

RM15 5BE

Tel 01708 850000

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