

Horse Trailer Insurance

Policy Document



You must read this document in conjunction with your policy schedule and Certificate of Insurance. If any information contained in these documents is incorrect, please contact your Broker immediately. You must also notify your Broker of any other alterations required to your policy as soon as possible.

If you are involved in an incident likely to result in a claim under this policy, please refer to our claims procedure at the end of this booklet.

Contract of Insurance

Thank you for choosing to insure with KGM Motor. This document, together with your policy schedule and Certificate of Insurance, is a legally binding contract of insurance between you and us and does not provide anyone else with rights to enforce any part of this contract.

We have agreed to insure you subject to the terms, conditions and exclusions contained within this document and in any schedule of endorsements attached for the period for which you have paid our premium. This insurance applies within the territorial limits unless we specify otherwise.

Underwritten by Canopus Managing Agents Limited – a registered managing agent at Lloyd's which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Firm Reference Number 204847.

This contract is subject to English law unless both parties agree otherwise. This contract is written in English and all communications about it will be conducted in English.

This document has been issued by KGM Motor under the authority granted by the Underwriting Byelaw (No. 2 of 2003).



Neil Manvell – Motor Underwriter

Data Protection Notice

This Data Protection Notice explains what personal information is collected and how this is used. It tells you about the registers and databases that we and others have in place that help to detect and prevent fraudulent applications and claims, and must be shown to any party related to this insurance. In accepting this Insurance it will be understood that you have read and accepted the terms of this Data Protection Notice.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

We will process your details in accordance with the Data Protection Act and/or other applicable legislation in force.

You are entitled to receive a copy of the information we hold about you. If you require a copy of your data or have any questions please contact:

The Compliance Officer
KGM Underwriting Services Ltd
2nd Floor St James House
27- 43 Eastern Road
Romford
Essex
RM1 3NH
E-Mail: DPO@KGMUS.co.uk

For more information on the Data Protection Act you may also write to the Office of the Information Commissioner at:

Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
Tel: 0303 123 1113 or 01625 54 57 45
E-Mail: mail@ico.gsi.gov.uk

Your Data

It is necessary to collect your personal data so that Underwriters can assess/administrate the terms of your policy, claims or losses. Personal data includes:

- Contact Data
- Profile Data
- Sensitive Personal Data
- Correspondence Data

Please be aware that only where relevant we use and may share your details with approved partner service providers/professional advisers including those that operate, process or share data outside of the European Economic Area and suitable safeguards are in place to ensure data is secure for purposes including but not limited to:

- Underwriting
- Fraud Prevention
- Claims Management
- Complaints Handling
- Electronic Licensing
- Continuous Insurance Enforcement
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- The provision of government services aimed at reducing the level of uninsured driving

Any organisations or bodies we share your data with will only use your data for the purposes set out in our Privacy Policy which can be viewed on our website at www.kgminsurance.co.uk. A paper version is also available upon request.

Before sharing your data with any third party, we will ensure that the third party has the appropriate technical and organisation measures in place to protect your data.

Please see the Privacy Policy for details of your rights not covered more specifically in this notice.

Detecting and Preventing Fraud

In order to keep premiums as low as possible for all of our customers, we participate in a number of industry initiatives to aid the prevention and detection of crime, especially insurance related fraud. We pass information to the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register operated by The Motor Insurers Bureau (MIB). We may search these registers and any other relevant databases in order to make decisions regarding the provision and administration of insurance and, when you make a claim, to validate your claims history or that of any person or property likely to be involved in the claim.

As part of our anti-fraud processes, information will be passed to third party credit reference agencies for the purposes of identity verification only. As part of the identity verification process, your information will be checked against a range of databases/registers and a 'soft footprint' will be left on your credit file for a period of 12 months. Unlike standard credit checks, soft footprints do not affect your credit score and you are the only person who can view them on your credit report.

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Definitions

The following words or phrases appear throughout this policy booklet and have the same meaning as described below. Therefore you must refer to this section where such words or phrases appear.

You/your – the person named as the ‘insured’ or ‘policyholder’ on the policy schedule and Certificate of Insurance.

We/us – KGM Motor.

KGM Motor – a brand name for business written by KGM Underwriting Services Limited. KGM Underwriting Services Limited is authorised and regulated by the Financial Conduct Authority, FCA Firm Reference Number 799643.

Broker – a representative authorised by us to sell and administer our insurance policies.

Policy schedule – a document which states the details of you, your trailer, the insurance cover in force and any endorsements which apply to the policy.

Horse Trailer, trailer – The trailer shown in the Schedule, including optional factory fitted extra that have been specially designed to for the transportation of horses.

Civil partner – the person who you have entered into a legal civil partnership with as defined in the Civil Partnership Act 2004. A civil partnership is a formal arrangement that gives same-sex partners the same legal status as a married couple.

Compulsory excess – the contribution which you must make towards a claim on this policy.

Endorsements – statements which are contained in your policy schedule which may change, replace or extend the terms of this policy.

Market value – the cost of replacing your trailer with another of a similar make, model, age, mileage and condition as at the time of the loss or damage, up to the value stated in your policy schedule.

Partner – a relationship between two people who live together as a couple.

Period of Insurance – the period of time specified in your policy schedule during which this policy is effective and for which you have paid or have agreed to pay the premium.

Pro-rata – where a calculation is made proportionately.

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

Section 1 - Loss of or Damage to Your Trailer

What is covered under this section

We will insure your trailer against damage or total loss caused by an event listed below, provided that the 'Summary of Cover' section shows such an event is covered:

- A. Accidental damage;
- B. Malicious damage and vandalism;
- C. Fire, self-ignition, lightning or explosion;
- D. Theft or attempted theft.

Please refer to your policy schedule for the level of cover shown and then to the 'Summary of Cover' section on page 9 for details of which events your cover includes.

If you need to report a claim to us, please refer to the section entitled 'Making a Claim' at the end of this booklet for further information.

Please note that an endorsement may apply to this policy regarding the storage of your trailer whilst at the declared parking address (your policy schedule will confirm if such an endorsement applies). If your policy schedule contains such an endorsement and it is not complied with then this policy will not cover your trailer for any loss or damage.

If your trailer has been stolen or damaged by attempted theft then you must notify the police immediately and obtain a crime reference number.

1.1 Damage

We will pay for the cost of repairing damage caused to your trailer as a direct result of an event shown above provided that all of the following applies:

- i. This policy covers the event (as above);
- ii. You adhere to the terms and conditions under the heading "Claims handling" in the General Conditions section of this policy booklet;
- iii. We deem the cost of repairing your trailer to be economical.

As an alternative to repairing your trailer, we may deem it appropriate to either replace your trailer with one of a similar specification or pay you a monetary amount equal to the cost of repairing the damage less any policy excess which is applicable (see Sections 2.8 and 2.9).

If we choose to repair your trailer and a replacement for a damaged accessory or part is not available, we will pay you the most recent listed price of this as published in the UK.

We reserve the right to use accessories or parts that are recycled or that are not made or supplied by the manufacturer of your trailer, but are of a similar type and quality to those we are replacing. We will not be responsible for additional storage costs due to the unavailability of accessories or parts, or the cost of importing them from outside of the UK.

Section 1 - Loss of or Damage to Your Trailer

1.2 Total loss

We will normally declare your trailer a total loss:

- If we deem the cost of repairing your trailer as uneconomical; or
- If your trailer has been stolen and not recovered.

If your trailer is declared a total loss as a direct result of an insured event, we will offer you a monetary amount as compensation. If you owe us an outstanding amount under this policy when the claim has been made, you must pay this amount in full before we can settle the claim.

Once you have accepted our offer, your trailer will become our property. We will allow this insurance contract to continue on a replacement trailer provided we accept this substitution and you pay the additional premium applicable.

1.3 What we will pay

The maximum amount we will pay is the value declared on your policy schedule, less any policy excess which is applicable (see Section 1.6). If, during the life of your policy, you believe the value of your trailer has changed to that stated on your policy schedule (e.g. following market changes, restoration work or modifications) then you must advise us as soon as possible in order to ensure your trailer is adequately insured (evidence may be required).

We may give you, at our discretion and if the current regulations allow, the option of retaining the trailer salvage subject to a deduction from the compensation amount we offer you.

1.4 Trailer service/repair

We will provide the same level of cover that your policy has under Section 2 whilst your trailer is in the custody or control of a member of the motor trade for the purpose of being serviced or repaired.

1.5 Trailer recovery and delivery

After any loss or damage insured by this policy 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.

1.6 Compulsory and voluntary policy excess

If any claim is made under Section 2 you must pay a compulsory policy excess, the amount of which is shown in your current policy schedule. If no amount is stated, you must pay the first £100 towards any claim.

What is not covered under this section

- The policy excess which applies under this section of the policy;
- Wear, tear and depreciation of your trailer
- Failure, breakdown or breakage of mechanical, electrical, electronic or computer equipment;
- Damage to the tyres of your trailer caused by braking, punctures, cuts and bursts unless as a direct result of an accident covered by this policy;
- Loss of or damage to your trailer caused as a result of its legal impounding or destruction by order of any government or public authority;
- Loss of or damage to your trailer caused by a deliberate act by you or any other person insured on this policy;
- Loss of or damage to your trailer if it is taken or used without your permission by a spouse or civil partner, partner, boyfriend or girlfriend, member of the family or household of a permitted driver;
- Loss of or damage to your trailer if it is involved in a theft or attempted theft and the incident has not been reported to the police and a crime reference number obtained;
- Loss of or damage to your trailer by fraud, trickery or deception e.g. by someone claiming to be a buyer, a buying or selling agent, or by you accepting a form of payment which a bank or building society will not authorise;
- Loss of or damage to your trailer if it is unoccupied and any of the following applies:
 - i. It has been left un-locked;
 - ii. If reasonable precautions have not been taken to protect it.
- Any reduction in the value of your trailer following damage, whether repaired or not;
- The cost of repairing, replacing or improving any parts of your trailer if they have not been damaged;
- The cost of repairing or replacing any non-standard parts fitted to your trailer that have not been disclosed to us and agreed as covered by our Underwriters;
- Damage to your trailer caused by faulty workmanship;
- Damage to your trailer caused by vermin, insects, mildew or fungus;
- Compensation for any costs incurred as a result of not being able to use your trailer following loss or damage;
- Costs which exceed the market value of your trailer or the value declared on your policy schedule if the market value is more, if your trailer is insured on a 'market value' basis;
- Loss / injury to any Horse or livestock carried in the trailer at the time of the claim.

Section 2 – Foreign Use

What is covered under this section

2.1 Cover provided

We will provide the same cover as specified in your schedule for up to 90 days in any policy year, if you travel to any country which is a member of the European Union or,

- Any other country which the Commission of the European Union approves as meeting the requirements of Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.

The following table shows which countries the above currently applies to:

Andorra	Finland	Liechtenstein	Serbia
Austria	France	Lithuania	Slovakia
Belgium	Germany	Luxembourg	Slovenia
Bulgaria	Greece	Malta	Spain
Croatia	Hungary	Netherlands	Sweden
Cyprus	Iceland	Norway	Switzerland
Czech Republic	Ireland	Poland	
Denmark	Italy	Portugal	
Estonia	Latvia	Romania	

A green card may be required if you travel to any of the above countries and you should contact your broker to arrange this

We do not normally provide cover in any other country outside of those named above; however, we will consider doing so provided that all of the following applies:

- You refer this to your Broker in advance of travel;
- We agree to cover you in the countries concerned;
- You pay any additional premium we require for providing this cover.

If we agree to your request we will issue you with a Green Card as legal evidence of cover.

Please note that the above information may change, therefore you must check the latest information with your Broker before you travel.

2.2 Transportation

Cover also applies when your trailer is being transported between any of the countries stated above by rail or any recognised sea route by ferry (including loading and unloading) as long as transportation does not exceed 65 hours in any one journey.

General Exclusions

Other Contracts

We will not pay for any liability you have under an agreement or contract unless you would be liable anyway if the agreement or contract did not exist.

War, Earthquake, Riot and Terrorism

We will not pay for any loss, damage or liability that is directly or indirectly caused by:

- i. War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, rebellion, revolution, insurrection or requisition, riot or similar event, confiscation or nationalisation by any government or other authority;
- ii. Earthquake;
- iii. Acts of terrorism as defined in the Terrorism Act 2000 or the equivalent legislation in any other country.

However, we will provide any liability that is required under Road Traffic Law.

Nuclear/Radioactive Contamination

We will not pay for any loss, damage or liability that is directly or indirectly caused by:

- i. Ionising radiation or contamination by radioactivity from nuclear fuel or nuclear waste;
- ii. Radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment.

Pollution

We will not pay for any loss, damage or liability that is directly or indirectly caused by pollution or contamination.

Hazardous Goods

We will not pay for any loss, damage or liability that is directly or indirectly caused by the carriage of explosive substances and articles, gases, flammable liquids, flammable solids, self-reactive substances and solid desensitised explosives, substances liable to spontaneous combustion, substances which emit flammable gases on contact with water, oxidising substances, organic peroxides, toxic substances, infectious substances, radioactive material or corrosive substances.

General Exclusions

Sonic Bangs

We will not pay for any loss, damage or liability caused directly or indirectly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

Criminal Acts

We will not pay for any loss, damage or liability caused whilst your trailer is being used by you or any other insured person:

- i. In the course or furtherance of a crime; or
- ii. As a means to escape from, or avoidance of, lawful apprehension.

General Conditions

Your duty: Policy Terms and Information

We will only provide the cover as set out in this policy if:

- i. You and all other insured persons keep to the terms and conditions as set out in this document and with any endorsements that are stated in your policy schedule;
- ii. All of the information provided on the proposal form or statement of fact declaration and any information provided since, is true to the best of your knowledge and belief, and that you have not misrepresented any such information you have supplied.

If any of the above conditions are not met then we may reject a claim in full, reduce the payment of a claim or your policy may be cancelled or treated as if it never existed.

Safety and security of your trailer

You, and any other person insured by this policy, must take all reasonable precautions to:

- i. Keep your trailer in a safe and roadworthy condition;
- ii. Protect your trailer from loss or damage;

Other Insurance

If any other insurance covers you for the same loss, damage or liability covered under this policy, we will only pay our share of the claim.

Changes in circumstances

You must tell us as soon as possible about any changes to the information you provided at the time of quotation, when you took out this policy, during the policy cover or at renewal. Examples of such changes include but are not limited to:

- Changing or selling your trailer;
- Modifying your trailer from the manufacturer's original specification (this includes accessories and/or spare parts as some may be classed as modifications);
- Changes to the value of your trailer to that stated on your policy schedule;
- Changing the purpose that your trailer is used for;
- If you change your address or the address of where your trailer is kept overnight.

If you do not tell us about any changes then your policy cover may be affected (which may also affect the payment of a claim) or your policy may become invalid.

Administration fee

If you make a change to your policy during the current period of insurance, or require a duplicate copy of your policy documents, we will charge you a fee of £10 excluding Insurance Premium Tax to cover our administration costs. If a change is made this fee will be in addition to any alteration in your insurance premium.

Please note that our fee does not include any administration charge that your Broker may apply.

General Conditions

Cancellation

By us

We or your authorised Broker have the right to cancel this policy at any time where there is a valid reason for doing so by giving you 7 days' notice in writing. A cancellation letter will be sent to the latest address we have for you and will set out the reason for cancellation. Valid reasons include but are not limited to:

- Where your Broker has been unable to collect a premium payment. In this case they will contact you in writing requesting payment by a specific date. If they do not receive the payment by this date, they will issue a cancellation letter. Your policy will be cancelled if payment is not received by the end of the cancellation notice period;
- Non-receipt of requested documentation such as a copy of your driving licence or evidence of no claim bonus. In this case your Broker will ask you to provide the documentation by a specified date. If they do not receive the documentation by this date, they will issue a cancellation letter. Your policy will be cancelled if the requested documentation is not received by the end of the cancellation notice period;
- Where you have deliberately or recklessly misrepresented any information you have supplied or withheld any information which we or your Broker have asked for;
- Where you have not told us about any changes to the information you provided at the time of quotation, when you took out the policy, during the policy cover or at renewal if these changes may have resulted in an increased risk to us. Examples of such changes are listed in the General Conditions section under 'Changes in circumstances';
- Where we reasonably suspect or have evidence of criminal or fraudulent activity, we may cancel your policy without any notice.

If we cancel your policy due to non-payment of premium, the cancellation date will be the date stated in the cancellation letter your broker will send to you.

If we cancel due to non-receipt of any documentation we have requested, we will refund the unexpired portion of the annual premium you have already paid, unless there has been a claim in the current insurance period.

If we cancel due to your deliberate or reckless misrepresentation of any information or you fail to notify us of any change to information, you may not be entitled to any premium refund.

General Conditions

By you

You may cancel this policy at any time by contacting your Broker. If a claim has not been made in the current period of insurance, we will provide a refund based on the annual premium in accordance with the following scale:

Period of Cover	Refund
Up to 30 days	60%
31 - 60 days	40%
61 - 90 days	20%
Over 90 days	No refund

Please note that in certain circumstances, cancellation on a pro-rata basis may be agreed, however this will be subject to an administration fee of £25 excluding Insurance Premium Tax (your Broker may also apply an administration fee against any refund due therefore please check this with them).

If a claim has been made in the current period of insurance then we will retain the full premium.

Cooling-off period - your right of cancellation

Once you have entered into this insurance contract with us, you are entitled to 14 days to decide whether you wish to proceed. This 14 day period will commence from either the inception date of the contract or the date on which you receive the full terms and conditions of the contract, whichever is later.

If you wish to cancel this policy, please contact your Broker advising of your wish to cancel within this 14 day period. Provided a claim has not been made, a pro-rata charge will be made for the period of cover we have provided plus an administration fee of £25 excluding Insurance Premium Tax.

General Conditions

Claims handling

- i. You must tell us without delay about any event that could lead to a claim.
- ii. You must immediately send us unanswered any letter, claim, writ or summons you receive together with a completed accident report form.
- iii. You must give us all the information and assistance we require to deal with the claim and you or the person driving must not accept responsibility for any claim against you or make any offer or promise to pay a claim.
- iv. You must fully co-operate with any third party service providers we (or anyone else who acts on our behalf) may instruct in order to assist in dealing with the claim (full contact details of such suppliers and the capacity in which they are acting can be provided to you upon request to **claims.kgm@kgmus.co.uk**).
- v. We are entitled to take over, defend or settle any claim under this policy in the name of you or any other person covered by this policy and we are entitled to take legal action in any such name to recover any payments we make.

Right of Recovery

If we are required to pay a claim under Road Traffic Law or the law of any country in which this policy operates (including settling such a claim on a reasonable basis in anticipation of such a liability), which we would not otherwise be liable to pay had the law not existed, we shall be entitled to recover such payments (including the legal costs of reasonably defending the claim) we make from you if you or any other insured person:

- i. Caused the loss directly or indirectly;
- ii. Through act or omission, caused this insurance to be invalid.

Electronic Service

In the event that we bring proceedings against you as a result of any act or omission by you in relation to this policy, we may, at our discretion, serve proceedings upon you by email utilising the email address you provided to us when taking out this policy or such other email address you notify to us in writing from time to time. Documents will be provided in an Adobe Acrobat compatible format with a total message size not exceeding 5 mega bytes (MB).

Fraudulent claims

We will not pay for any loss, damage or liability if you or any other person covered by this policy or anyone acting for you makes a claim that is fraudulent or exaggerated in any way, makes a false statement or provides false or stolen documents to support a claim. In such circumstances we will cancel this insurance contract without refunding any premium and will seek to recover any costs that we have incurred.

Financial Services Compensation Scheme

In the event that KGM Motor is unable to meet its liabilities under this insurance policy, you may be entitled to compensation from the Financial Services Compensation Scheme.

Further information about the scheme is available on the FSCS website at www.fscs.org.uk or you can contact them on 0800 678 1100 or 020 7741 4100.

Complaints

If you want to make a complaint about any aspect of your insurance policy, in the first instance please contact:

Complaints
KGM Motor
St James House
27-43 Eastern Road
Romford
RM1 3NH

Tel: 020 8530 7351

Fax: 020 8530 7037

E-mail: **compliance.kgm@kgmus.co.uk**

In the event that you remain dissatisfied, you can refer your complaint to the Complaints Team at Lloyd's. Please contact:

The Complaints Team
Lloyd's
One Lime Street
London
EC3M 7HA

Tel: 020 7327 5693

Fax: 020 7327 5225

E-mail: **complaints@lloyds.com**

Website: **www.lloyds.com/complaints**

Details of Lloyd's complaints procedures are set out in a leaflet "Your complaint - How We Can Help" 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 have the right to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at **www.financial-ombudsman.org.uk**

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Tel: 0800 023 4567 or 0300 123 9 123

E-mail: **complaint.info@financial-ombudsman.org.uk**

Further details will be provided at the appropriate stage of the complaint process. The complaints procedure is without prejudice to your rights to take legal proceedings.

Making a Claim

What to do in the event of an accident, fire or theft

- 1 Gather the details of any other party or parties involved (if applicable) including their name, address, vehicle registration and contact number.
- 2 Contact our UK based 24/7 claims assist line on **0333 555 5909** (if calling from abroad please dial **+44 (0)1702 444312**).
- 3 Please have your policy number ready when contacting us.

Please note: if your trailer has been involved in an incident involving theft or attempted theft then you must also notify the police immediately and obtain a crime reference number.

In the event that your trailer is declared a total loss, an independent engineer will be instructed by us who will carry out a comprehensive report of the damage sustained to your trailer and provide a valuation.

We may also appoint other authorised suppliers to assist in dealing with your claim and we are happy to provide you with their full contact details, and the capacity in which they are acting, upon request to **claims.kgm@kgmus.co.uk**

Specialist Vehicle

KGM Motor
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www.kgmus.co.uk

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