

Chaucer

Insurance

**Horse Trailer
Insurance**

Welcome

Policy Wording

Introduction to Your Policy

Chaucer Insurance is pleased to welcome you as a customer. Chaucer Insurance administers your policy on behalf of Zenith Insurance Plc (the Insurer).

This Policy Document is evidence of a legally binding contract of insurance between you (the Insured) and Zenith insurance Plc (the Insurer).

This contract is entered into on the basis that:

- you have taken all reasonable care to answer all questions asked honestly, accurately and to the best of your knowledge; and
- any other information given either verbally or in writing by you or on your behalf at the time you applied for insurance is also complete; and
- the information supplied has been given honestly and to the best of your knowledge and belief.

The information that you have given to us is shown on your signed proposal form, or statement of fact or statement of insurance but will also include further information given either verbally or in writing by you or on your behalf at the time you applied for insurance.

You must read this policy document and the Policy Schedule together. The Policy Schedule tells you which sections of the policy apply. Please check both documents carefully to make certain they give you the cover you want.

We have agreed to insure you against liability loss or damage that may occur within the geographical limits of the policy during any period of insurance for which you have paid, or agreed to pay the premium. The cover we provide is subject to the terms, conditions and exceptions contained in this policy document or in any endorsement applying to this policy document.

Nobody other than you (the Insured) and us (Zenith Insurance Plc) has any rights that they can enforce under this contract except for those rights that they have under road traffic law in any country in which this insurance applies.

Unless specifically agreed otherwise, this insurance shall be subject to English Law.

The terms and conditions of this policy and all other information concerning this insurance are communicated to you in the English language and we undertake to communicate in this language for the duration of the policy.



Gary Humphreys
Underwriting Director
Zenith Insurance Plc and/or its co-Insurer
QIC Europe Limited.

Authorised Insurers, registered in Gibraltar No 84085. Registered Office: 846-848, Europort, Gibraltar.

Zenith Insurance plc is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No. 211787).

Zenith Insurance Plc is a member of the Association of British Insurers.

QIC Europe Limited, registered in Malta with registered address at No. 7, 4th Floor, Block C, Skyway Offices, 179 Marina Street, Pieta, PTA 9042, Malta.

QIC Europe Limited is authorised and regulated by the Malta Financial Services Authority (MFSA) to carry on general insurance business in terms of the Malta Insurance Business Act, 1998 and subject to limited regulation by the UK Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No. 659521).

Several Liabilities Notice

The obligations of Zenith Insurance Plc and its co-insurers under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each insurer's individual subscription. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurers will not be responsible for the defaulting insurer's obligations.

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Definitions 4

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

Civil Partner	A relationship as defined in the Civil Partnership Act 2004.
Contents	Personal possessions, utensils, furniture and furnishings that are not permanently fitted to the trailer.
Excess	The first part of any claim that you must pay.
Horse Trailer, trailer	The trailer shown in the Schedule, including optional permanent factory fitted extras, that has been specifically designed for the transportation of horses.
Market Value	The cost of replacing the trailer, if this is possible, with one of the same age and of similar type and condition.
Period of insurance	The length of time covered by this insurance as shown in the schedule.
Retail customer	An individual who is acting for the purposes which are outside his trade, business
Schedule	Details of the sections of this insurance document which apply to you
Territorial Limits	England, Scotland, Wales, the Isle of Man and the Channel Islands.
The Insurer	Zenith Insurance Plc and/or its co-insurers whose names and addresses are available on request
We, us, our	The Insurer
You, your	The person or persons named in the Schedule.
Your Family	Your spouse (including Civil Partner as defined by the Civil Partnership Act 2004), children and any other member of your family permanently residing with you.

Section 1

Liability to others

What we cover

Using your trailer

Guidance notes

This section explains the cover available if other people claim against you, for injury to them or damage to their property.

We will cover any payment that legally has to be made by you for:

Death of or injury to another person; or
Damage to other people's property as a result of an accident caused by your trailer.

Other people using your trailer

We will cover you for the following:

Another person using your trailer with your permission. They will be covered for death or injury to other people, or damaging property.

If we think it is necessary, we will arrange for a solicitor to represent anyone covered under this section.

Legal personal representatives

If anyone covered by this insurance dies, we will deal with any claim made against their estate as long as the claim is covered by this Insurance.

Exceptions to section 1

What section 1 does not cover

We do not have to settle claims under this section if anybody claiming can claim for the same loss on another insurance.

- a Anyone who is covered by other insurance.
- b The death of or injury to you.
- c Damage, loss of use or any other loss to any property you or anyone else driving the vehicle owns or is looking after.
- d Payment of more than £20 million (including legal costs) for damage to other people's property arising from any one claim or series of claims arising from one cause.
- e Liability arising from the towing of the trailer by any motor vehicle.
- f Liability arising from the pursuit by you of any trade business profession or employment.
- g Liability in respect of bodily injury sustained by any person under a contract of service or apprenticeship with you.

Section **2**

Damage to your trailer

What we cover

This section only applies to your trailer.

We will cover you under this section for damage to your trailer, and loss to your trailer caused by fire, theft and attempted theft (less any excess).

At our discretion we will either::

Repair or replace your trailer;
or Pay you an amount of cash.

The most we will pay

The most we will pay in the event of an incident is the market value of the manufacturer's United Kingdom model of the trailer immediately before the loss or the sum insured for that incident, whichever is the lower.

Guidance notes

Under all contracts some situations are not covered. Please read this section carefully to make sure you understand what cover is not included in your own insurance.

We will not pay for any repairs or replacements which leave your trailer in a better condition than it was before the incident. If this happens you will have to pay something towards the cost.

Exceptions to section 2.

What section 2 does not cover

- a Loss of value, wear and tear.
- b Any reduction in the value of your trailer including loss of value following damage whether the trailer was repaired or not.
- c Damage to tyres caused by braking, punctures, cuts or bursts.
- d The cost of repairing or replacing parts of the trailer which improve your trailer beyond its condition before the loss or damage happened.
- e The cost of repairing or renewing areas which were not damaged in the incident for which you are claiming.
- f The loss of, or damage to your trailer resulting from fraud or deception or by using a counterfeit or other form of payment which a bank or building society will not authorise.
- g The amount of any excess shown in your schedule.
- h Loss or damage resulting from your trailer being repossessed by or returned to its rightful owner.
- i Loss or damage caused by chewing, scratching, tearing or fouling by domestic pets, or caused by vermin, insects, mildew, fungus, or moths and any other gradually occurring loss.
- j Loss or damage caused while the trailer is being used in conjunction with any trade, business or profession unless included by an endorsement shown on your schedule.
- k Loss or damage occurring whilst the trailer is not being used in accordance with the Description of Use shown in the schedule and fully described in this policy.
- l Loss of Contents, tack, saddlery or personal possessions.
- m Loss or damage to wheelclamps or other security devices.
- n Loss or damage caused by theft or attempted theft unless a wheel clamp tested to TUV, RDW or Sold secure standards is fitted and in operation when the trailer is left unattached / unattended. The requirement to fit a wheel clamp does not apply if the trailer is kept in a building that:
 - 1. is totally enclosed and secure;
 - 2. is a permanent substantial structure of brick, stone or timber;
 - 3. has doors kept locked by a patent 5-lever lock and the windows secured by patent window locks.

Section 3

Foreign use

The **territorial limits** of **your policy** are automatically extended to cover **the trailer** while it is in any member of the European Union, Iceland, Liechtenstein, Norway, Serbia or Switzerland for a period of 60 days in any one period of insurance.

General exceptions

These exceptions apply to the whole insurance.

Guidance notes

These general exceptions apply to all sections of your insurance and explain when your insurance will not cover you.

There is no cover under this insurance within restricted areas of airports.

Your trailer must not be overloaded.

If you are carrying a load it must be safe.

Your insurance does not cover the following:

- A. Any liability to others, or loss of or damage to any trailer covered by this Insurance when the trailer is:
 - 1 outside the United Kingdom, unless it is allowed by section 3
 - 2 being used in restricted areas of airports or airfields (we will not pay any claim involving aircraft within the boundary of the airport or airfield).
 - 3 being towed with a load which is unsafe or greater than the manufacturer's specifications.
 - 4 carrying an insecure load.
 - 5 used for a purpose for which it is not insured.

General exceptions (continued)

- B. Any result of war, revolution or similar event. Any loss or damage caused by any government, public or local authority legally taking or damaging your property.
- C. Any loss or damage caused by:
- earthquake or
 - riot or civil commotion happening in Northern Ireland or outside the United Kingdom.
- D. Any liability you have accepted by agreement or contract unless that liability would have existed without the agreement.
- E. Any loss or damage caused directly or indirectly by:
- ionising radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear material or any part of it.
- F. Loss or damage caused by pressure waves from aircraft or flying objects.
- G. Loss or damage by pollution or contamination, however caused
- H. Any loss, damage or liability to others arising from an incident, or series of incidents, caused directly or indirectly by terrorism or any similar event.
- Any loss, damage, injury or legal liability caused directly or indirectly by terrorism or any similar event.
- I. Any liability except as required under the Road Traffic Act 1988 – including that in respect of other people's property and for death or injury to other people.
- J. Any liability - including that in respect of other people's property and for death or injury to other people – emanating from your trailer becoming detached from another vehicle whilst in motion.
- K. Loss or damage caused by an animal bolting, shying, kicking or escaping.
- L. Any liability, loss or damage as a result of participation, either by you or your horses, in any prohibited and / or illegal activity.
- M. An amount of money to compensate you for not being able to use your trailer and any other expenses you have to pay because of this.
- N. Loss or damage caused intentionally by you or any member of your family, or loss or damage someone else causes with your permission or encouragement.

General exceptions (continued)

- O. Any claim which occurs while your trailer is let for hire or reward.
- P. Loss or damage arising as a result of an incident which is caused by, or contributed to, a known epileptic or diabetic failing to properly carry out any prescribed treatment, or report for a medical examination recommended by his or her doctor.

Guidance notes

You must keep to these conditions or your insurance will not be valid. Your insurance only covers people who meet these conditions and all the information you give to us in the proposal form or statement of insurance must be completely true and accurate.

We will not pay any claim which is false or fraudulent.

If your vehicle is broken into, stolen or vandalised you must tell the police.

General conditions

- A. We will only provide the cover described in this insurance under the following circumstances.
 - 1 Anyone claiming cover under this contract has kept to all the conditions in this document and any endorsements.
 - 2 The information you gave on the proposal form and any declaration is true and complete. If you do not give us accurate information, this could lead to your claim not being paid and/or your insurance not being valid.
 - 3 "Your trailer" means any trailer you have told us about and that we have agreed to cover. The trailer must be your property and be owned by you. If you change the trailer covered by this Insurance or get an extra trailer which you need cover for, you must tell us in writing beforehand.
- B. We will only provide the cover described in this insurance if you have paid, or made a promise to, pay the required premium. This applies at the policy renewal and to any changes made during the course of the policy term.
- C. If a claim is made which you or anyone acting for you knows is false, or if you give us incorrect information or fraudulent documents, we will not pay the claim, cover under this insurance will not be valid, and you will lose any premium you have paid.
- D. After any event which could lead to a claim, tell us immediately by telephoning us on the number at the end of this document. If any incident involves theft, attempted theft or vandalism you must also report this to the police as soon as the incident is discovered.

Guidance notes

This is the procedure for reporting accidents and thefts to us. Do not admit an accident or loss was your fault or negotiate a claim without our permission.

If you are a 'retail' customer, you may cancel the insurance within 14 days of its start without giving any reasons. You will be entitled to a pro-rata refund of your premium, not including any charges to cover costs.

General conditions (continued)

E. You must send us any letters, writ or summons as soon as you receive them, together with a filled-in report form. Do not answer any letters, send them straight to us. You must also tell us if you know about any prosecutions involving anyone covered by this insurance. If you have an accident or loss, you must not admit to anyone else that it was your fault or negotiate or refuse any claim unless you have our permission.

F. We are entitled to take full control of any claim and we must be given whatever information and help we need. You must not do anything that will affect our interest in this Insurance. We can prosecute or defend any claim in your name.

G If the law in any country to which this insurance applies obliges us to make a payment which we would not otherwise have paid, we reserve the right to recover the amount paid from you or the person, company, partnership or firm that incurred the liability which made the payment necessary

H If there is other insurance in force which covers the same loss, damage or liability as our insurance, we will only pay any amount above that provided by the other insurance. This condition does not make us responsible for any amount we would not otherwise have paid under any section of this insurance.

I If we choose, we may arrange for the repairer to use suitable (possibly recycled) parts and accessories that are made by a company other than the manufacturer of your trailer.

J You cannot transfer this insurance to anyone else.

K You must take all reasonable steps to keep your trailer in a roadworthy condition at all times, and protect it from loss or damage. We can examine your trailer at any reasonable time.

L Cancelling during the initial period of cover – 'Retail' customers only.

If you have entered into this contract of insurance as a retail customer, you have a right to cancel this insurance. To do this, you must tell us or your insurance adviser within 14 days of the start date (or annual renewal date) of your policy or (if later) the day you receive the policy documents and supporting information.

You must return your schedule to your insurance adviser as part of your notice of cancellation.

If you choose to cancel the insurance policy during this initial period of cover, you will have to pay 'pro-rata' rates for the period of time you have had insurance cover. Further charges will include a proportion of any commission paid to your insurance adviser and a proportion of any fees charged by your insurance adviser, sufficient to cover their costs.

Guidance notes

We may cancel the insurance by sending you seven days' notice. You may be entitled to a refund of part of your premium.

You may also cancel this insurance by returning your schedule and you may be entitled to a refund if you have not made a claim.

General conditions (continued)

M This insurance may also be cancelled in the following circumstances.

We or your insurance adviser may cancel this policy by sending 7 days' notice to your last known address where there is an exceptional or valid reason for doing so.

Exceptional or valid reasons may include but are not limited to:

-You do not pay the premium or an instalment when you have been notified that an outstanding amount is required by a specific date.

-you or anyone else covered by this insurance has not met the terms and conditions in this document of trailer insurance including those shown on your schedule

-you have not provided the requested documentation e.g. proof address, evidence of site.

-a change in your circumstances means that we can no longer provide cover

-you have gone into administration, receivership or liquidation

-where we identify misrepresentation or fraud or any attempt to gain an advantage under this insurance to which you are not entitled.

-use of threatening or abusive behaviour or language or intimidation or bullying of our staff or suppliers.

Where the circumstances of a new claim, or an incident we have become aware of mean that we no longer wish to provide cover.

If as a result of a claim under this insurance you have not co-operated with our reasonable request for any documents and/or information, we may no longer wish to provide cover.

If we or your insurance adviser cancel this insurance because you have not paid the full premium we will work out the refund using the rates shown below. We will not give a refund if anyone has claimed in the current insurance period.

- You can cancel this insurance after the initial period of cover set out in L above by sending back your schedule to your insurance adviser. If you have not made any claims in the current period of insurance, and you are not going to make a claim, we will work out a charge for the time you have been covered using our short-period rates shown below. We will refund any amount we owe you.

Period of time you have had the cover, up to:	Refund of premium
One month	80%
Two months	70%
Three months	50%
Four to five months	40%
Six months	30%
Seven months	20%
More than seven months	0%

You must tell your insurance adviser immediately if there are any changes to the information you have given us. If you do not do this, your insurance cover may not be valid.

N You must tell us as soon as possible about any changes which could affect your insurance and which have happened since the cover first started or since you last renewed it. If you do not tell us about these changes, your insurance may not cover you fully or at all. If you are not sure whether any facts are important, please ask your insurance adviser. Here are some examples of changes you should tell us about.

- A change of trailer.
- A change of address.
- A change of occupation, including any part-time work.
- A change in the permanent site
- Convictions and prosecutions.

Without affecting the condition relating to cancellation we shall be entitled to increase or reduce the premium and/or vary the terms, conditions and exceptions of this policy in respect of the unexpired term of this insurance to adequately reflect the alteration in the risk.

General conditions (continued)

O This insurance does not give rights to any person other than you (the insured person) unless we say differently elsewhere in this document.

P Unless we have agreed otherwise with you, this insurance is governed by the law applying in the particular country in the United Kingdom you live in. If there is any dispute over which law is to apply to this insurance it will be English law. We will not cover any payments that are awarded by a court in a country outside of the United Kingdom unless your cover has been extended to that country under section 3 of this insurance.

Q All losses must be substantiated by receipts for the insured property or for any costs incurred. The receipts must show the date, price paid, details of the item and the name and address of the seller. For theft or attempted theft claims, you must produce a dated receipt for the wheel clamp.

How to make a claim

If you need to tell us about an incident involving damage to or loss of your trailer, please phone us immediately on **0800 072 2050** or speak to your broker or intermediary.

You should phone this number even if your policy does not cover the damage.

If we are asked to repair your trailer, we will do this if the damage is covered by the policy and one of our approved assessors has inspected the damage.

We promise to:

do our best to sort out your claim with as little paperwork as possible; and start the repair process immediately.

To help us process your claim, please make sure you have your policy details to hand when you contact us. We will also need you to tell us the precise details of the incident.

Travelling outside the UK

If you are travelling abroad and need to let us know about a claim, please contact your insurance broker or intermediary or alternatively phone us direct on **00 44 1227 284700**.

Customer Care

Our Service Commitment

What to do if you have a complaint

We are dedicated to delivering a first class level of service to all of our policyholders. However, we accept that things can occasionally go wrong and would rather be told about any concerns you have so that we can take steps to make sure the service you receive meets your expectations in the future.

If a dispute regarding your policy or claim arises and cannot be resolved by reference to your insurance intermediary the following explains the procedures for resolving your complaint:

The resolution of complaints in relation to your policy (or any claim made under it) is delegated to our service providers in the United Kingdom, Chaucer Insurance Services Limited. If you have a complaint, please contact our service providers at the address below:

Chaucer Insurance Services Ltd
Prospect House,
Chaucer Business Park,
Thanet Way,
Whitstable,
Kent CT5 3FD

When contacting Chaucer Insurance Services Ltd please provide:

- A policy number and/or claim number.
- An outline of your complaint.
- A contact telephone number.

Our service providers will make every effort to resolve your complaint immediately. If they cannot resolve your complaint by the end of the next working day they will acknowledge your complaint within five working days of receipt and do their best to resolve the problem within four weeks by sending you a final response letter. If they are unable to do so, they will write to advise you of progress and will endeavour to resolve your complaint in full within the following four weeks. If they are still unable to provide you with a final response at this stage, they will write to you explaining why and advise when you can expect a final response. At this point you may refer your complaint to The Financial Ombudsman Service at the following address:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

You have the right of referral within six months of the date of your final response letter. Whilst we and our UK service providers are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure above does not affect your right to take legal action.

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All correspondence should be addressed to:

Chaucer Insurance Services Limited, Prospect House, Chaucer Business Park, Thanet Way,
Whitstable, Kent CT5 3FD

Chaucer Insurance Services Limited is an appointed service provider to but is not an agent of Zenith Insurance Plc.

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