



**F I R S T**  
U N D E R W R I T I N G

# TRAILER INSURANCE Policy Wording

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# Welcome to First Underwriting Ltd

## Policy Introduction

Thank **You** for choosing this **Trailer** insurance policy issued by First Underwriting Ltd.

**You** should have this policy booklet, **Evidence of Insurance** (which indicates operative sections) and any endorsements that apply to **Your** own policy for full details of **Your** cover. These documents provide evidence of a legally binding contract of insurance between **You** and **Us**. Please read all documentation carefully, including the terms, conditions, and exclusions to ensure that they meet **Your** needs. If they do not meet **Your** needs, please return them to **Us** or **Your** insurance broker immediately. If the insurance described does not give **You** everything **You** need, please tell **Us** immediately.

This insurance contract is based on the information provided by **You** or on **Your** behalf at the time **You** applied for this insurance and is shown in the **Evidence of Insurance**. Please tell **Us** at once if **You** have made any mistakes or if the information provided by **You** is not accurate or complete, otherwise this policy may not be valid.

### Law applicable to this contract

The law of England and Wales and the decision of the courts of England and Wales will apply to this contract unless:

**You** and **We** agree otherwise; or

At the start date of the contract **You** are a resident of (or, in the case of a business, the registered office or principal place of business is in) the Channel Islands or the Isle of Man, in which case the law and the decision of the courts of that territory will apply.

### About First Underwriting Limited

First Underwriting Limited is registered in England & Wales, Company Number 07857938 and is authorised and regulated by the Financial Conduct Authority under the Firm's Reference Number (FRN) 624585.

First Underwriting Limited is an intermediary and not an insurer. First Underwriting Limited has not made any personal recommendation regarding the sale of this policy.

This policy is issued in accordance with the authorisation Accredited Insurance (Europe) Limited – UK Branch ('**Accredited**') have granted to First Underwriting Limited under the terms of a contract between First Underwriting Limited and Accredited. This contract makes First Underwriting Limited the Agent of Accredited and gives them the authority to perform certain acts on Accredited's behalf, but does not affect **Your** rights to claim or make a complaint. First Underwriting Limited act as an administrator on behalf of Accredited.

### About the Insurer

Accredited is the UK Branch of Accredited Insurance (Europe) Limited, which is incorporated in Malta (Company number: C59505) with limited liability and with its Registered Office and principal place of business at Development House, St Anne Street, Floriana, FRN 9010 Malta.

Accredited is licenced in accordance with the Insurance Business Act, 1988 (Chapter 403, Laws of Malta) to carry out insurance and reinsurance business, and has a place of registration and principal place of business at 71 Fenchurch Street, London, EC3M 4BS. UK Companies House registered number: BR021362.

Authorised and regulated by the Malta Financial Services Authority. Authorised by the Prudential Regulation Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.



Colin Johnson  
Director  
Accredited Insurance  
(Europe) Limited – UK  
Branch



Tom Donachie  
Managing Director  
First Underwriting Limited.

## Important information You have given Us

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

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

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

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

**We** or **Your** insurance broker will write to **You** if **We**:

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

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Us** or **Your** broker as soon as possible. If anything changes at any time after this **Policy** has begun which is a change in the information **You** have given and which is relevant to this **Policy**, **You** must also inform **Us** or **Your** broker as soon as possible. If **You** do not, **Your Policy** may not be valid or may not cover **You** fully.

# Cancelling this policy

## 1 Your cancellation rights:

**You** have a statutory right to cancel **Your** policy within fourteen (14) days from either

- the commencement of the **Period of Insurance**;
- the date **You** receive this policy,

whichever is the later (the 'cooling off period');

**You** can cancel this policy at any time by contacting the entity that effected this insurance on **Your** behalf or by writing to **Us**.

If **You** wish to cancel and the policy cover has not yet commenced, **You** will be entitled to a full refund of the premium paid.

Alternatively, if **You** wish to cancel and the policy has already commenced and provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a proportional deduction for the time **We** have provided cover.

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

## 2 Our cancellation rights:

**We** may, if **We** have a valid reason, cancel this insurance at any time by sending **You** thirty (30) days' notice in writing to **Your** last known address. The notice will include the reason for the cancellation, which may include but are not limited to **Your**:

- a) non-payment of premium;
- b) continued failure to comply with the terms and conditions of this policy;
- c) failure to co-operate with **Us** or provide **Us** with information or documentation **We** reasonably require where such the lack of cooperation affects:
  - i) **Our** ability to process a claim;
  - ii) the defence of **Our** interests;
  - iii) the making of risk based underwriting decisions.

In this case, the notice of cancellation will be withdrawn if **You** provide the details required in the letter **We** wrote to **You** within the notice period;

- d) use of threatening, abusive or intimidating behaviour or inappropriate language towards, or bullying of **Our** staff or anyone acting on **Our** behalf;

If **We** cancel this policy, provided no claim has been made or no circumstance has arisen which is likely to give rise to a claim during the **Period of Insurance**, **We** will return to **You** a proportionate return of the premium in respect of the unexpired **Period of Insurance**. The amount of premium refund payable will be reduced by all unpaid premiums or unpaid premium instalments due.

# How to make a Claim

To make a claim please contact the **Claims Team** on:

**0330 174 2047**

Please refer to General Condition 1 (Making Claims) for the claims procedure that must be followed. If **You** fail to do so, **We** may not pay **Your** claim, or any payment could be reduced.

# Definitions

The definitions of key words which are used in this document are shown below.

Wherever the following words or phrases appear in **Your** policy, they will have the meaning given below unless stated otherwise: Also where the context requires:

- words in the singular will include the plural and vice versa;
- words expressed in one gender shall include all genders;
- references to 'a person' shall include any individual, company, partnership or any other legal entity;
- references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.

## Agreed Value

Following the **Total Loss** of **Your Trailer**, **Insurers** will offer **You** an amount equal to the sum insured shown in **Your Evidence of Insurance** less the **Excess** in settlement of a claim. This offer is subject to the following qualifying conditions:

1. In the event of a claim **You** provide **Us** with a valuation or proof of purchase document issued by a **Recognised Dealer** that is dated no more than 5 years before the beginning of the **Period of Insurance** and which takes the form of one of the following:
  - a. a proof of purchase in the form of an invoice or receipt showing how much **You** paid for the **Trailer**;
  - b. a valuation certificate issued to **You** before the current policy terms have been arranged and showing how much the **Trailer** was worth on the date the valuation certificate was issued.
2. The sum insured is no more than the amount shown in the valuation or proof of purchase document.

If either of these qualifying conditions are not met, then **Insurers** will settle **Your** claim on a **Market Value** basis.

## Claims Team

Claims Consortium Group ("CCG") is a trading name of Property Consortium (Holdings) Ltd. Registered in England 07531688 at Blackdown House, Culmhead Business Centre, Taunton, Somerset TA3 7DY.

**Insurers** have authorised CCG to manage and settle claims on First Underwiring Limited's behalf.

## Communicable Disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- 1) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
- 2) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms;
- 3) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

For the avoidance of doubt, the scope of this definition includes, but is not limited to, Covid-19, any other type or strain of coronavirus or any other pandemic of any type (or any disease as defined here, whether pandemic or non-pandemic).

## Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

### **Cyber Loss**

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.

### **Cyber Act**

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

### **Cyber Incident**

Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**;

Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

### **Data**

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

### **Equipment**

Non-integral ancillary items such as couplings, security devices, covers, spare parts, jacks, lights and other **Trailer** accessories

This definition does not include any belongings that are carried in or on **Your Trailer**.

### **Europe**

Any country that is a member State of the European Union, Andorra, Croatia, Faroe Islands, Gibraltar, Liechtenstein, Monaco, Norway, San Marino, Switzerland and Vatican City and transits between those areas.

### **Evidence of Insurance**

The document providing evidence of **Your** contract of insurance with the **Insurers** and identifying the details on which the **Insurers** have based the terms and conditions of this insurance as well as the Sections and amount of cover **You** have bought, the countries in which **You** are covered and the number of days for which cover has been bought for travel outside the **United Kingdom**.

### **Excess**

The first amount of any one claim (for each separate **Incident**) that **You** pay. This is shown in **Your Evidence of Insurance**.

### **Family**

**Your** spouse or partner and children, including foster children and anyone **You** have asked **Us** to include and **We** have provided prior written agreement to include them.

### **Home**

The house where **You** reside and the surrounding private land but excluding any area where the right of way is not restricted to **Your** exclusive use.

### **Incident**

A sudden, unexpected, specific event which occurs at an identified time and place resulting in loss or damage.

### **Insurers / We / Us / Our / Ours**

Accredited Insurance (Europe) Ltd – UK Branch and where the context requires, First Underwriting Ltd.

### **Market Value**

Following a **Total Loss**, **Insurers** will assess **Your** loss to be the cost of replacement property of a similar type and age, less a deduction for wear, tear and/or depreciation. However, the maximum amount **Insurers** will pay under any circumstances will be limited to the sum insured shown in **Your Evidence of Insurance**

For **Your Trailer** the **Market Value** will be based on information supplied by Glass's Guide Information



Services or, if this is not available, other recognised sources of information such as the Internet.

**Period of Insurance**

The length of time, shown on **Your Evidence of Insurance**, during which cover applies.

**Recognised Dealer**

A **Trailer** dealer based in the **United Kingdom** who buys **Trailers** directly from the manufacturer in order to sell them to the public.

**Third Party**

Any person other than **You**, a member of **Your Family** or an employee of **You** or **Your Family**.

**Total Loss**

When **Your** insured belonging is lost or **Insurers** deem it to be damaged beyond economic repair.

**Trailer(s)**

A mobile container specifically manufactured for the purpose of transporting property when hitched to a motor vehicle.

**United Kingdom**

England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man, including transits between those areas.

**Your / Your**

The name of the person shown as insured in the **Evidence of Insurance**.

## Cover provided

The extent of cover applicable under the policy is as stated in **Your Evidence of Insurance** and determines the extent of cover that applies.

### **Territorial Limits**

Cover is provided for **Incidents** occurring when the **Unit** is in the **United Kingdom** or any other country identified in **Your Evidence of Insurance** for a period not exceeding the number of days shown.

If **You** need insurance for other countries or need to increase the number of days when **You** are covered outside of the **United Kingdom**, please contact the entity through which **You** effected this insurance on **Your** behalf.

# Section 1 – Trailer

## What is covered

**Insurers** will pay the cost to repair or replace **Your Trailer** or **Equipment** as identified in **Your Evidence of Insurance** whether being used by **You, Your Family** or someone else, as agreed by **Us** during the **Period of Insurance** in the circumstances described below:

Physical loss or damage to **Your Trailer** or **Equipment** directly resulting from an **Incident** occurring during the **Period of Insurance**.

Following an insured **Incident Insurers** will also pay for:

- a) the cost of removing a disabled **Trailer** from the location of an insured **Incident** to the nearest garage, repairer or place of safekeeping
- b) the necessary storage charges incurred whilst awaiting repair or disposal
- c) the cost of delivering the **Trailer**:
  - from the repairers, or;
  - in the case of a stolen **Trailer**, from the place where it was recovered to the normal place of storage as shown in the **Evidence of Insurance**.

## Replacement Trailer

Any replacement **Trailer** will be automatically covered up to the amount **You** paid for it for a period of 14 days from the day **You** take delivery of the new **Trailer**, pending notification to **Us**.

## What is not covered

**Insurers** will not pay for:

- 1) The **Excess**
- 2) Depreciation, deterioration, manufacturing defects, general wear and tear, damage by pets, moth, vermin, rot, frost, water leakage or any gradually operating process such as rust or damp.
- 3) Mechanical, electronic or electrical breakdown or failure or for damage arising from such breakdown or failure.
- 4) Any claim, including theft, which arises from deception, fraud or the use of stolen, forged, or invalid cheques, bank drafts or bank notes or any other financial instrument.
- 5) Any claim arising out of the cessation of any business for any reason including liquidation, insolvency or bankruptcy.
- 6) Damage to tyres, unless resulting from an insured **Incident** to the **Trailer** or by vandalism.
- 7) Any charges not agreed by **Us** or any storage charges other than necessarily incurred whilst the **Trailer** or **Equipment** is awaiting repair or disposal.
- 8) Any diminution in value of the **Trailer** or **Equipment** following any repair.

In addition, **Insurers** will not pay any claim for **Your** replacement **Trailer** unless **You** have told **Us** about it within 14 days together with details of the **Trailer** make, model, year and serial number and **You** have paid any premium due as a result of the change.

## Maximum Liability

The maximum **Insurers** will pay is limited to the sums insured set out in **Your Evidence of Insurance**.

## Basis of Settlement for claims made under Section 1

If **You** property suffers a **Total Loss**, **Insurers** will settle **Your** claim on a basis of cover shown in **Your Evidence of Insurance** for **Your Trailer** and **Market Value** for **Your Equipment**.

The point at which the cost to repair property becomes uneconomic is subject to many factors and this decision will be made solely at the discretion of **Insurers** as will the decision to carry out specialist repairs where appropriate or to replace parts. If **Insurers** decide **Your Trailer** is repairable they will pay for the appropriate repairs.

**Insurers** will only pay for costs **You** have actually incurred or **We** have authorised as a result of an insured **Incident** but they will not pay more than the sums insured shown in **Your Evidence of Insurance**.

### Cash Settlements

All cash settlements will be limited to the cost of property of a similar type and age less a deduction for wear, tear and depreciation.

It is very important to ensure the sums insured are adequate.

If **You** have any concerns about the sums insured, please contact **Us** for help as soon as possible. **Our** contact details are shown at the beginning of this policy booklet.

### Failure to use safety or security arrangements declared to Us

An initial settlement calculation will presume that at the time of the **Incident**, the security or safety arrangements declared to **Us** were in use and operational.

If such security and safety arrangements were not in force and the **Incident** was of a type that was affected by their absence then the settlement offer will be adjusted according to whether or not **Insurers** would have accepted the risk on that basis, as shown below.

#### How Insurers would have viewed the risk

- 1) **Insurers** would have accepted the risk but at a higher premium
- 2) **Insurers** would not have accepted the risk

#### How Insurers will approach settlement

The initial settlement calculation will be reduced by multiplying it by the premium actually charged and dividing the result by the higher premium that would have been charged had **Insurers** known the safety or security arrangement was not in force.

**Insurers** will not pay the claim.

### Proof of Ownership

In the event of a **Total Loss** of **Your Trailer**, **Insurers** will only settle **Your** claim after **You** have provided proof that **You** owned it at the time of the **Incident**. **We** recommend **You** retain any purchase receipts.

### Obsolete Parts

Where new parts are needed for a repair but they are found to be obsolete or unobtainable then the claim will be limited to the last known list price of the part, together with the appropriate fitting charge.

## Additional Exclusions and Conditions

Please also see General Exclusions and General Conditions, which apply in addition to the exclusions and conditions in this Section. Refer to the Index shown on the inside front cover for the page numbers.

## Section 2 – Loss of Use

### What is covered

If **Your Trailer** becomes unusable following an insured **Incident** under Section One **Insurers** will contribute towards the costs of:

- 1) Hotel, motel or alternative accommodation; or, The hire of a similar **Trailer** to enable **You** to continue the holiday;
- 2) The cost of recovering **Your Trailer** to **Your Home** address.

### What is not covered

**Insurers** will not pay for any cost that does not arise directly from an insured loss in Section One taking place whilst **You** are away from **Home** on holiday with **Your Trailer**.

Notwithstanding the above, coverage is provided if **You** are due to depart on a pre- booked holiday with **Your Trailer** and repair or replacement cannot be completed by the planned departure date, **You** having made best endeavours to have **Your Trailer** repaired or replaced.

### Maximum Liability

The maximum **Insurers** will pay is limited to the sums insured set out in **Your Evidence of Insurance**. Within this overall limit, **Insurers** will not pay more than £250 per day.

### Additional Exclusions and Conditions

Please also see General Exclusions and General Conditions, which apply in addition to the exclusions and conditions in this Section. Refer to the Index shown on the inside front cover for the page numbers.

## Section 3 – Liability to the Public

### What is covered

The legal liability of **You** and **Your Family** or **Your** legal representative for causing:

- 1) accidental death, bodily injury or illness to a **Third Party**;
- 2) accidental damage to a **Third Party's** property;

happening during the **Period of Insurance** and arising from the ownership or use of the **Trailer**.

**Insurers** will pay:

- a) Damages or compensation to a **Third Party** for the injury or damage caused.
- b) A **Third Party's** legal costs incurred in claiming compensation from **You** as agreed by **Insurers** or awarded by a court or tribunal.

**Your** legal costs for defending the claim as agreed by **Insurers** or awarded by a court or tribunal if incurred with **Insurers** prior written consent.

### What is not covered

**Insurers** will not pay any costs, damages or compensation for:

- 1) Liability arising whilst the **Trailer** is hitched to a towing vehicle, being towed or as a result of becoming detached from a towing vehicle.
- 2) Damage to property owned by or in the custody of **You** or **Your Family**, an employee of **You** or **Your Family**, or any person to whom the **Trailer** is lent.
- 3) Liability for which compulsory insurance or security is required for any road traffic legislation.
- 4) The legal liability of anyone who is not **You**, **Your Family** or **Your** legal representative unless:-
  - a) **You** have notified **Us** and **We** have agreed to this extension in writing;
  - b) That person is using **Your Trailer** with **Your** permission;
  - c) That person observes and abides by the terms of this Section.

### Maximum Liability

The maximum amount **Insurers** will pay for any one claim or series of claims arising from one originating event is shown in **Your Evidence of Insurance** including legal costs

### Additional Exclusions and Conditions

Please also see General Exclusions and General Conditions, which apply in addition to the exclusions and conditions in this Section. Refer to the Index shown on the inside front cover for the page numbers.

# General Conditions (Applicable to all Sections)

## 1) Making Claims

If **You** wish to make a claim, please contact the **Claims Team** on:

Telephone: 0330 174 2047

Claims paid by **Insurers** will be subject to the conditions set out in this policy, including the following procedures:

- a) **You** must report to the **Claims Team** in writing as soon as possible following the occurrence of any loss, damage, injury, claim, which is likely to give rise to a claim and of the institution of any proceedings being brought against **You**.
- b) **You** must provide the **Claims Team** within 30 days of discovery of the **Incident** giving rise to a claim with a completed claim form. If **You** experience difficulty in obtaining estimates, these may be provided separately;
- c) **You** must, in the event of theft or other malicious **Incident**, notify the Police of such loss as soon as possible;
- d) If a claim for liability is made against **You** or otherwise, **You** must provide the **Claims Team** as soon as practicable but not later than 14 days, with full particulars in writing, and forward to the **Claims Team** any letter, claim, writ, summons or other legal documents **You** receive.
- e) **You** must not admit liability or agree to settle any claim without our prior written permission.
- f) **You** or any person claiming coverage must give all information and assistance to the **Claims Team** and unless **Your** claim results from damage to **Your Unit** where the total cost of repairs is not likely to exceed £400, not negotiate, pay, settle, admit or repudiate any claim without the consent of the **Claims Team**, which would be given on behalf of **Insurers**;
- g) **You** must take all reasonable care to limit and minimize any further injury, loss or damage.
- h) No property may be abandoned and left to the **Insurers**.

In the event of damage to **Your Unit** resulting in a possible claim, where the total cost of repairs is not likely to exceed £400, **You** may proceed with the repairs without reference to the **Claims Team** but **You** must submit the receipted invoice and complete a claim form for their consideration.

### *Insurers' Rights*

**Insurers** may, at their discretion, take over the defence and settlement of any claim, and at any time, in **Your** name or that of any other person entitled to coverage, seek recoveries and indemnities from other parties.

## 2) Observance of Terms

**You** and anyone acting on **Your** behalf must comply with every applicable requirement and provision of this **Policy**. To the extent that any other person (or party) is entitled a benefit from this **Policy**, **You** are to arrange for that other person (or party) to comply with every applicable requirement and provision. If anyone who is required to comply with provisions of this **Policy** does not comply, we may be entitled to reject a claim or reduce the amount payable for a claim to the extent that our liability has been incurred or increased by any such failure to comply.

If **We** have paid any sums which **We** should not have been liable to pay (on account of a breach of a policy provision), **You** shall be obliged to reimburse **Us** promptly for any such amount.

However, this Condition shall not apply to the extent that it may conflict with the provisions of the Insurance Act 2015 or the Consumer Insurance (Disclosure and Representations) Act 2012.

## 3) Taking all Reasonable Care

**Insurers** have agreed to insure **You** on the basis that **You** will look after **Your** insured belongings as though no insurance was in place.

## 4) Maintenance

**You** must ensure that **Your Trailer** is maintained in a sound and roadworthy condition as **Insurers** have offered this insurance on that basis. If **Your Trailer** is not in a sound and roadworthy condition and **You** suffer a loss as a direct result, **Your** claim could be rejected.

## 5) Towing Safely

**You** must ensure the towing vehicle is capable of towing **Your Trailer** safely in accordance with the manufacturer's guidelines and that the combination of vehicle and **Trailer** meets the appropriate legal requirements. If the towing vehicle is not suitable for the **Trailer** and its load **You** could suffer a serious accident and any claim for resulting loss or damage could be rejected.

6) Fraud

**Insurers** will not pay for any claim that is deliberately exaggerated or where **You** or anyone acting for **You** uses, or attempts to use, fraudulent means to obtain benefits under this Policy. If **You** or they do, or attempt to then all benefits under this policy shall be forfeited and **Insurers**:

- a) will cancel this policy from the date of the fraudulent act.
- b) will not refund any premiums.
- c) may recover from **You** any sums paid already paid by them in respect of such claim.
- d) may inform the police and fraud prevention agencies of the circumstances.

7) Total Loss

In the event of **Your Trailer** suffering a **Total Loss** all cover under this insurance will cease from the date of the appropriate claim settlement. Any salvage becomes the property of the **Insurers** and no refund of premium for any remaining **Period of Insurance** will be payable. Any outstanding premium will be deducted from **Your** claim settlement.

**Insurers** retain the right to offer terms to re-instate cover for a replacement **Trailer** but they are not obliged to do so.

8) Sanctions

**We** shall not provide cover nor be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.



# General Exclusions (Applicable TO ALL Sections)

Insurers will not pay for:

- 1) Any loss or damage if **Your Trailer** is:
  - a) being used for trade or business purposes,
  - b) being used as a permanent place of residence,
  - c) used for speed testing, racing or pace-making,
  - d) let for hire or reward.
- 2) Any loss or damage to **Your Trailer** when it is being towed unless
  - a) the driver has an appropriate licence for the towing vehicle and **Trailer** combination taking into account the weight of any load being transported;
  - b) the weight of the **Trailer** and its load does not exceed the towing capacity of the towing vehicle; or when it is being towed other than in accordance with the law.
- 3) Loss of use other than provided by Section Two – Loss of Use.
- 4) Loss or damage to any property, or any legal liability, or any cost or expense of whatever nature, directly or indirectly caused by, or contributed to, or arising from:
  - a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  - c) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, and in the Republic of Ireland and Northern Ireland riot and civil commotion.
  - d) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 5) Loss or damage to any property, or any cost or expense of whatever nature arising directly or indirectly caused by resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or any action taken in controlling preventing, suppressing or in any way relating to any act of terrorism. For the purpose of this exclusion an act of terrorism means the use of biological, chemical and/or nuclear pollution or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear. Terrorism also means terrorism in accordance with the definition of terrorism in the Terrorism Act 2000.
- 6) Loss or destruction of, or damage to, any property, or death of or bodily injury to any person directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected **Incident** which occurs 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.
- 7) Claims if they are covered by any other insurance.
- 8) Loss of value following any loss, destruction or damage or a claim payment.
- 9) Loss or damage or legal liability directly or indirectly arising from the **Trailer** being loaned to any other person other than **Your Family** unless agreed by **Us** in writing.
- 10) Any loss or damage which does not happen within the **Period of Insurance**.
- 11) Loss or damage caused deliberately by **You** or **Your Family**.

12) Liability related to the cost of fines, penalties, punitive, exemplary, aggravated or liquidated damages.

13) Loss, damage, claim, liability whether actual or alleged), any cost or expenses of any type or any other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease**.

For the avoidance of doubt, the loss, cost, damage, liability, expense or any other amount that is excluded here includes any cost to clean-up, detoxify, remove, monitor or test for a **Communicable Disease** or any property that is affected by a **Communicable Disease**.

This exclusion applies to all sections, all covers and all parts of this policy. Nothing else in this Policy will override this exclusion.

14) Excludes any:

**Cyber Loss;**

Loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**;

Regardless of any other cause or event contributing concurrently or in any other sequence thereto.

If any portion of this exclusion is found to be invalid or unenforceable, the remainder of it shall remain in full force and effect. If this exclusion conflicts with any other provision in this policy this Exclusion shall be the provision that applies.

# Our complaints procedure

## Our commitment to You

**We** strive to provide an excellent service to all **Our** customers but occasionally things can go wrong. **We** take all complaints seriously and endeavour to resolve all customers' problems promptly. If **You** have a question about this insurance or complaint about **Your** broker, **You** should contact **Your** broker.

If **Your** complaint is in relation to this insurance or a claim **You** should contact **Us** as follows:

Tom Donachie  
Managing Director  
First Underwriting Ltd  
The Gherkin  
30 St Mary Axe  
London  
EC3A 8EP

If **We** cannot resolve **Your** complaint straightaway, **We** will aim to resolve **Your** concerns as soon as possible and **We** will keep **You** informed of progress while **Our** enquiries are continuing.

If **Your** complaint involves the services of the **insurer**, **You** may complain to them directly, and **We** will provide the contact details for **You**.

## The Financial Ombudsman Service (FOS)

If **We** are unable to resolve **Your** complaint to **Your** satisfaction or if **You** remain dissatisfied following receipt of **Our** final response letter, **You** may have the right to refer **Your** complaint to the FOS. **You** must contact the FOS within six months of **Our** final response.

The FOS contact details are as follows:

Address: Financial Ombudsman Service Exchange Tower, London E14 9SR  
Telephone: 0800 023 4567 for people phoning from a "fixed line" (for example a landline at home)  
or  
0300 123 9123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

This is a free and impartial service and **You** are entitled to contact the FOS at any stage of **Your** complaint.

If **you** are unsure whether the FOS will consider **Your** complaint or **You** require more information, please contact the FOS directly, or visit [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk).

## Office of the Arbiter for Financial Services

If **You** are not satisfied with **Our** final response or where **We** have not responded within fifteen (15) working days, **You** may have the right to refer **Your** complaint to:

Office of the Arbiter for Financial Services, 1<sup>st</sup> Floor, St Calcedonius Square, Floriana, FRN 1530, Malta, telephone (+356) 212 49245. **You** will have to pay EUR 25.00 at the time of making **Your** complaint to the Arbiter to use this service.

The Office of the Arbiter for Financial Services considers that a "complaint" refers to a statement of dissatisfaction addressed to an insurance undertaking by a person relating to the insurance contract or the service he/she has been provided with. The terms "person" does not specify that this is limited to individuals and therefore any policyholder, insured person, beneficiary and injured third party (irrespective of the country of residence or where the risk is situated) is eligible to make a complaint.

For more information on the Office of the Arbiter for Financial Services and its complaints process, please visit [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt).

## The Financial Services Compensation Scheme (FSCS)

**We** are covered by the Financial Services Compensation Scheme ('**FSCS**'), which means that **You** may be entitled to compensation if **We** are unable to meet **Our** obligations to **You**. The level and extent of compensation will depend on the nature of this insurance. Further information about the FSCS is available on their website [www.fscs.org.uk](http://www.fscs.org.uk), or by contacting them directly on 0800 678 1100, or **You** can write to them at PO Box 300, Mitcheldean, GL17 1DY.

# How we use personal information

## Your personal information notice

### Data Protection

First Underwriting Ltd is the data controller and processor in respect of **Your** personal data. This means that **We** decide how **Your** personal data is processed and for what purposes.

**We** comply with **Our** obligations under the General Data Protection Regulation ('**GDPR**') by keeping personal data up to date, by storing and destroying it securely, by not collecting or retaining excessive amounts of data, by protecting personal data from loss, misuse, unauthorised access and disclosure and by ensuring that appropriate technical measures are in place to protect personal data.

### Use of Personal Information

**We** use personal information for the following purposes:-

- To assess **Your** request for insurance, provide a quotation and administer **Your** policy;
- To undertake the performance of a contract of insurance to which **You** are a party;
- To administer **Your** claims and third party claims;
- To prevent fraud and financial crime;
- statistical analysis and management information;
- audits, system integrity checking and risk management;
- To send marketing information about **Our** products and services if **We** have received specific consent.

There is no obligation to provide **Us** with personal information, but if **You** do not, **We** may not be able to provide products or services or administer claims.

### Profiling and Automated Decision Making

**We** may use automated decision making, which includes profiling in **Our** assessment of insurance risks and for the administration of policies. This is used to help **Us** decide whether to offer insurance, determine prices and validate claims.

### Collection of Personal Information

**We** collect the following types of personal information to allow **Us** to complete the activities described under 'use of personal information' above:-

- Individual details such as name, address, phone numbers, age, gender, marital status, dependents, employment status and job title;
- Financial details such as bank account or credit card information;
- Identification details such as a passport number or national insurance number;
- Background insurance checks including previous policy information and claims history;
- Special categories of data including criminal convictions.

### Where We collect Personal Information From

**We** may collect information about **You** from the following sources:-

- **You** or **Your** family members;
- **Your** representatives;
- Information **You** have made public (such as via social media);
- Credit reference or fraud prevention agencies;
- Emergency services, law enforcement agencies, medical and legal practices;
- Insurance industry registers and databases used to detect and prevent insurance fraud, for example, the Claims and Underwriting Exchange (CUE);
- In the event of a claim, insurance investigators, claims service providers, claimants or witnesses;
- Other service providers or provider services for **Our** products.

## Sharing of Personal Information

**We** may need to share **Your** personal information with other recipients which could include:-

- Approved service providers or suppliers or other group companies that provide support services;
- Fraud prevention or credit reference agencies or other agencies that carry out work on **Our** behalf such as the Insurance Fraud Bureau (IFB);
- Other insurers, reinsurers, underwriters, regulators, law enforcement, Ombudsman Services or the Claims and Underwriting Exchange (CUE);
- Purchasers of the whole or part of **Our** business.

## Retention of Personal Information

**We** keep personal information only for as long as is necessary to administer the policy or manage **Our** business or as required for legal or regulatory purposes.

## Use and Sharing of Special Categories of Personal Information

Special categories of personal information under Data Protection Legislation include medical history, disabilities, motoring or criminal convictions. **We** may need to collect and process this information for the purposes of evaluating the risk and/or administering **Your** policy or a claim. **You** or any person covered under this policy must provide explicit verbal or written confirmation to such information being processed by **Us**.

**We** will only share this information in accordance with appropriate laws and regulations or where it is essential to administer the policy or when dealing with a claim.

## Your Rights

**You** have the right regarding any personal information that **We** hold to:-

- Restrict or object to **Us** processing it and **We** will agree to either stop processing or explain why **We** are not able to;
- Access the personal information **We** hold about **You** subject to certain restrictions;
- Ask **Us** to update any data that is incomplete or correct any inaccurate information;
- Ask **Us** to delete the information from **Our** records if it is no longer needed for the original purpose;
- Ask **Us** for an electronic copy so it can be used for **Your** own purposes;
- Ask **Us** to stop processing the information if the processing is based solely on individual consent;
- Find out about any automated decisions **We** make that affect **Your** insurance premiums.

If **You** have any questions about how **We** use personal information or if **You** wish to exercise any of **Your** rights or to complain if **You** feel that **Your** personal information has been mishandled, **You** can contact **Our** Data Protection Officer as follows:-

[dataprotection@firstuw.com](mailto:dataprotection@firstuw.com)

**You** also have the right to complain directly to the Information Commissioners Office (ICO) whose details can be found at [www.ico.org.uk](http://www.ico.org.uk)

# Key information about fraud prevention and detection

In order to prevent and detect fraud, **We** may at any time:

- share information about **You** with other organisations including law enforcement agencies and public bodies;
- conduct searches using publicly available databases;
- undertake credit searches;
- check and share **Your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified or **We** suspect fraud, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

**We** and other organisations, including those from other countries may also access and use this information to prevent fraud and money laundering for example when:

- checking details on applications for credit and credit related to other facilities;
- managing credit and credit related accounts or facilities;
- recovering debt and tracing beneficiaries;
- checking details on proposals and claims for all types of insurance;
- checking details of job applicants and employees.

**You** can contact **Us** if **you** want to receive details of the relevant databases, registers and fraud prevention agencies that **We** use.

## Claims history

When **You** tell **Us** about an incident or claim **We** may pass information relating to it to the Claims and Underwriting Exchange Register ('**CUE**'), run by Insurance Database Services Ltd ('**IDSL**'), or another relevant database.

**We** and other insurers may search these databases when **You** apply for insurance, in the event of any incident or claim or at time of renewal to validate **Your** claims history or that of any other person or property likely to be involved in the policy or claim. This helps to check information provided and prevent fraudulent claims.