



TRAILER INSURANCE

This Policy is effected by ERGO UK Specialty Limited
on behalf of Great Lakes Insurance UK Limited
and Burns & Wilcox Ltd as their underwriting agents.

ERGO UK Specialty and Great Lakes Insurance are part of the Munich Re Group,
one of the leading reinsurers and risk carriers worldwide.

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INTRODUCTION

This insurance is designed to provide cover for **Your** assets and indemnity in respect of certain liability exposures.

The parties have entered into this contract in good faith and understand their respective obligations. There are General Obligations contained in this **Policy** and Obligations / Conditions specific to certain sections (additional obligations/ conditions may also be imposed by endorsement) that are important to **Us** and which **We** rely upon **You** to comply with.

With regard to the events that culminate in a loss **We** will not rely on a breach of an obligation / condition to decline a claim where **You** can prove that the breach could not have increased the risk of the type of loss which actually occurred in the circumstances in which it occurred.

The **Policy** defines what is covered under separate Sections. Within those Sections the extent of cover is explained together with obligations and exclusions specific to that Section.

General Exclusions applying to the **Policy** are set out and **We** will not pay a claim if an exclusion(s) is applicable.

The General Conditions set out certain rights of **You** and **Us** and include clauses that apply to the whole of the **Policy**.

The General Definitions provide the meaning to words and phrases wherever they appear in the **Policy**. **You** will see words in bold which highlight that for the purposes of this **Policy** they are a definition.

The **Schedule** attaching to this **Policy** will set out the period of this insurance and specify which Sections of this **Policy** are operative including the **Sums Insured** and/or **Limits of Indemnity**. The **Schedule** may also contain clauses additional to the **Policy** wording that **We** have imposed placing additional obligations/ conditions on **You** and/or varying coverage. The terms of those clauses will be attached to the **Policy** in the form of an endorsement.

In the unlikely event **You** feel that **You** need to make a complaint concerning this insurance **You** will find our complaints procedure in this document.

It is strongly recommended that **You** read the **Policy** including the **Schedule** and any endorsements to ensure that the cover meets with **Your** requirements and **You** are able to comply with the terms, otherwise **You** should immediately advise **Your Broker** to request any variation to the cover or terms.

We will then decide whether or not to agree to a variation of the **Policy**. However, the terms of the **Policy** will remain unaltered unless **We** have agreed to a variation in writing.

Privacy Notice

The privacy and security of **Your** personal information is very important to **Us**. Details are on pages 12

GENERAL DEFINITIONS

Definitions are set out below unless otherwise shown in a particular Section. Any word or phrase, other than titles and paragraph headings, which has a definition is printed throughout this **Policy**, **Schedule** or any endorsement relating to this **Policy** in bold type. Any defined word or phrase in the singular is deemed to include the plural and those in the plural are deemed to include the singular.

Aircraft

Any vessel, craft, vehicle, drone, kite, hang-glider, balloon, or other appliance whether heavier or lighter than air which is used within or outside the Earth's atmosphere and includes any part and any component of these.

Bodily Injury

Death, injury, illness or nervous shock.

Broker

The insurance broker or adviser through whom **You** purchased this **Policy**.

Computer System

The words **Computer System** shall mean 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 **You** or any other party.

Costs and Expenses

- a) Claimant's costs and expenses arising in respect of any claim against **You** which may be the subject of **Indemnity** under this **Policy**.
- b) All costs and expenses, directly relating to the resolution of any claim against **You**, incurred by **You**, with **Our** prior written consent in respect of any claim against **You** which may be the subject of **Indemnity** under this **Policy**.

Customers

All **Your** customers who obtain goods or services from **You** on a credit basis.

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

The words **Cyber Incident** shall mean:

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- b) 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**.

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**.

Damage / Damaged

Accidental tangible physical loss, damage or destruction.

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**.

Data Processing Media

Any property insured by this **Policy** on which **Data** can be stored but not the **Data** itself.

Death

Occurring within 12 months of **Injury** which is the sole and direct cause of death.

Employee

Any person who is:

- a) employed under a contract of service or apprenticeship with **You**;
- b) a labour master or person supplied by him;
- c) employed by labour only sub-contractors, but only whilst working for **You** and under **Your** control;
- d) self-employed and working for **You** and under **Your** control;
- e) hired to or borrowed by **You**;
- f) supplied to **You** for the purpose of study work or training experience;
- g) a prospective employee who is undergoing practical work experience whilst being assessed by **You** as to his or her suitability for employment;
- h) a voluntary helper while working under **Your** supervision and control and in connection with the **Business**; or
- i) an outworker or homeworker employed under a contract to personally carry out any work in connection with the **Business** while they are engaged in that work.

Excess

The first part of any claim which **You** must pay, after the application of any condition of average (where applicable). The applicable excess is stated in the **Schedule** if not stated in this **Policy**.

Indemnity / Indemnify

The principle according to which a person who has suffered a loss is restored (so far as possible) to the same financial position that they were in immediately before the loss, subject to the **Limits of Indemnity** as specified in the **Schedule**.

Market Value

The value as agreed by **Us** to be fair and reasonable of the **Trailer** immediately prior to the **Damage** or **Theft** which results in a claim.

Period of Insurance

The period from the effective date shown in the **Schedule** until midnight on the expiry date shown in the **Schedule**. This includes any subsequent period for which **We** may

accept payment for renewal of this **Policy**.

Policy

All terms, provisions, exclusions, conditions and **Limits of Indemnity** set out in this document; and

- a) the **Schedule**, notices and other documents attaching from time to time; and
- b) all endorsements incorporated and issued for incorporation in this document all of which must be read together and constitute the contract of insurance.

Pollution

- a) Pollution or contamination by naturally occurring or man-made substances, forces, and organisms, including, but not limited to, (i) any actual, threatened, feared or perceived use of any biological, chemical, radioactive or nuclear agent, material or device, whether or not related in any way to any act of **Terrorism**, and (ii) the deposit of or impairment by dust or soot, chemical precipitation, adulteration or impurification, or any combination of them whether permanent or transitory; and
- b) all loss, damage or injury directly or indirectly caused by pollution or contamination as stated in a) above.

Premises

The Address(es) specified in the **Schedule**.

Property

Property which is both material and tangible.

Property Insured

Except where expressly provided otherwise, the **Trailer** as described in the **Schedule** along with the serial number **You** have supplied or another form of identification accepted by us..

Proposal

The Proposal Form, Statement of Fact, Declaration, Risk Presentation and any information supplied to **Us** by **You** or on **Your** behalf.

Schedule

The **Schedule** is part of this contract of insurance and contains **Your** details and the **Period of Insurance** and the **Sums Insured / Limits of Indemnity**.

Sum Insured / Limit of Indemnity

The sum or limit specified in the **Schedule** as applying to the relevant Section of this **Policy** or items.

Territorial Limits

- a) Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

Terrorism

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

We/Us/Our/Insurer

- a) Great Lakes Insurance UK Limited.

- b) Burns & Wilcox Ltd at all times as authorised underwriting agents and administrators (and for no other purpose) for ERGO UK Specialty on behalf of Great Lakes Insurance UK Limited with no liability under this **Policy**

You/Your

- a) The firm, company, entity or individual named in the **Schedule**.
Any associated or subsidiary company of the policyholder provided it has been notified to and accepted in writing by **Us**.
- b) At **Your** request:
 - i) any director or **Employee** while acting on behalf of or in course of their employment or engagement with **You** in respect of liability for which **You** would have been entitled to **Indemnity** under this **Policy** if the claim against that person had been made against **You**.
 - ii) any officer, member or **Employee** of **Your** social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity.
 - iii) any of **Your** directors, partners or senior officials in respect of private work carried out by any **Employee** for them with **Your** consent.
 - iv) any **Principal** for legal liability in respect of which **You** would have been entitled to **Indemnity** under this **Policy** if the claim had been made against **You** arising out of work carried out by **You** under a contract or agreement.
- c) **Your** personal representatives (in the event of **Your** death) in respect of liability incurred by **You**.

Provided that if **Indemnity** is extended to any party described in paragraphs c) i) to c) iv) above that party complies with the terms of this **Policy** so far as they can apply and in any event **Our** liability will not exceed the **Limit of Indemnity**.

CONTRACT OF INSURANCE

This **Policy** is a contract of insurance between **You** and **Us**. In return for the premium **You** have paid or agreed to pay shown in the **Schedule We** agree to insure **You**, in accordance with the terms, conditions and exclusions contained in or endorsed on this **Policy**, against **Damage** occurring, and **Business Interruption** resulting therefrom, or legal liability (provided that the Section being claimed against is operative) **You** incur for accidents, happening during the **Period of Insurance**.

The following elements form the contract of insurance, please read them and keep them safe:

- **Your Policy, Schedule** and any endorsements;
- Any clauses endorsed on **Your Policy**, as set out in **Your Schedule**;
- Any changes to **Your** insurance **Policy** contained in notices issued by **Us** at renewal.

You should take the time to read all its terms, especially the conditions which **You** have to fulfil to ensure **Your** insurance remains valid and should the situation arise the reporting conditions that apply in the event of a circumstance(s) that may give rise to a claim under this **Policy**.

Important

By entering into this insurance contract **We** accept that **You** have made a reasonably clear and accessible presentation of the risk, in accordance with Section 3(3)(b) of the Insurance Act 2015.

It is important that **You**:

- check that the Sections **You** have requested are included in the **Schedule**;
- check that the information **You** have given **Us** is accurate – see the “Information **You** have given **Us**” Section on page 11;
- comply with **Your** duties under each Section and under the insurance as a whole.

If this **Policy** does not meet **Your** requirements, or if **Your** requirements change, **You** should contact **Your Broker** at **Your** earliest opportunity.

IMPORTANT INFORMATION

Information You have given Us

In deciding to accept this insurance and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. Please refer to “How to amend this insurance” below.

You must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete including any presentation(s) to **Us** on **Your** behalf.

At the commencement of the **Period of Insurance** or at the subsequent renewal of the **Policy** **You** must disclose every material circumstance **You** know or ought to know and provide a fair presentation of the information required to enable **Us** to assess **Your** insurance risk.

Information is material if it could:

- a) affect **Our** assessment of the risk; or
- b) mean that **We** may need to change the terms or premium or both; or
- c) mean that **We** may not be able to cover that aspect of risk; or
- d) mean that **We** may no longer be able to provide **You** with insurance cover.

You must notify **Us** as soon as is reasonably practicable of any changes in circumstances which may increase the possibility of loss, **Damage** or legal liability covered by this **Policy**. For example, **We** would need **You** to notify **Us**:

- if **You** change or sell the **Property Insured** in the **Schedule**;
- Modifying the **Property Insured** 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 the **Property Insured** to that stated on your policy schedule;
- Changing the purpose that the **Property Insured** is used for;
- If you change your address or the address of where the **Property Insured** is kept overnight.
-

These are just some examples and there may be other circumstances **We** would want **You** to tell **Us** about. If **You** are in any doubt, please contact **Your Broker** directly as failure to notify **Us** of any changes could lead to **Your Policy** being cancelled, or a claim rejected or not fully paid.

If **You** are unsure as to whether or not certain facts should be disclosed, please contact **Your Broker**.

If **You** do not disclose all information **Your** insurance may not cover **You** fully, or at all.

How to amend this insurance

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Your Broker** as soon as reasonably practicable. If **You** need to change the information **You** have given **Us** because a mistake has been made or if that information changes at any time, please contact **Your Broker** as soon as reasonably practicable on becoming aware of that mistake or change.

REMEMBER – failure to notify **Us** of changes may affect any claim **You** make.

When **You** make a change to **Your Policy** or tell **Us** about a change to the information **You** have given **Us**, **We** or **Your Broker** will write to **You** if **We**:

- need to amend the terms of **Your** insurance; or
- require **You** to pay more for **Your** insurance.

Renewal of this insurance

When **Your Policy** is due for renewal, **Your Broker** should write to **You** at least twenty-one (21) days before the **Period of Insurance** ends with full details of **Your** next year's premium and **Policy** terms. **We** do not offer to renew it for **You** automatically. This means **You** need to confirm **Your** intention to renew before the **Policy** ends. If **You** do not want to renew the **Policy**, please contact **Your Broker**.

Occasionally, **We** may not be able to offer to renew **Your Policy**. If this happens, **We** will write to **Your Broker** at least twenty-one (21) days before the expiry of **Your Policy** to allow enough time for **You** to make alternative insurance arrangements.

CANCELLATION PROCEDURE

How to cancel this insurance

To cancel this insurance (before, during or after the “cooling off period”) please give **Us** notice via **Your Broker** or in writing to **Our** address as stated in **Your Schedule**.

Cooling off period

You have a statutory right to cancel **Your Policy** within fourteen (14) days from the day of purchase or renewal of the contract or the day on which **You** receive **Your Policy** or the renewal documentation, whichever is later.

If **You** wish to cancel and the insurance 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 insurance cover has already commenced, provided **You** have not made a claim and there hasn't been an incident that could give rise to a claim, **You** will be entitled to a refund of the premium paid, less a proportional deduction for the time **We** have provided cover as stated in “Return of premium” below.

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.

After the cooling off period

For cancellation outside the statutory cooling off period **You** can cancel this insurance at any time. If **You** cancel this insurance after the cooling off period, **We** will pay **You** a refund of any premium paid less a deduction in respect of the time for which **You** have been covered as stated in “Return of premium” below.

Our right to cancel this insurance

We may cancel this insurance where there is a valid reason by giving **You** thirty (30) days' notice in writing by registered letter to **Your** last known address. If **We** cancel this insurance, **We** will pay **You** a refund of any premium paid as stated in “Return of premium” below.

Reasons **We** may decide to cancel **Your Policy** include if:

- a) there is a material change in **Your Business**;
- b) there is reasonable suspicion of fraud or where there has been misrepresentation of material information and/or other non-disclosure;
- c) the information that forms the basis of this contract changes;
- d) **You** do not co-operate or supply information or documentation that **We** request which materially affects **Our** ability to process the **Policy** or **Our** ability to defend **Our** interests;
- e) following a survey **We** have required **You** to make risk improvements and **You** have not completed these within a reasonable period of time advised by **Us**;
- f) the premium has not been paid;
- g) threatening or abusive behaviour or the use of threatening or abusive language, intimidation or bullying of **Our** staff or suppliers.

Cancellation - instalment payments

If **You** pay **Your** premium by direct debit and there is any default in payment **We** may then cancel this insurance and a refund or credit of premium may not be due when cancellation takes place in these circumstances.

Return of premium

If **You** have made a claim or there has been an incident which could give rise to a claim, **We** will not return any premium.

If this insurance is cancelled, provided **You** have not made a claim and there hasn't been an incident that could give rise to a claim, **We** will return the premium in respect of Sections 1-8 & 11 stated in the **Schedule** less a deduction for the time for which **You** have been covered. This will be calculated on a proportional basis (for example, if **You** have been covered for 6 months, the deduction for the time **You** have been covered will be half the annual premium).

CLAIMS PROCEDURE AND CONDITIONS

We aim to settle valid claims promptly and fairly in accordance with the cover provided by this **Policy**.

Your claim will be managed from within our dedicated insurance claims team supported on certain occasions by a professional loss adjusting firm and/or a specialist services company to ensure **Your** claim is settled for the correct amount as quickly as possible.

How to make a claim

Contact:
MPL Claims Management Ltd
The Octagon
27 Middleborough
Colchester
CO1 1TG
Email: ergo.newclaims@mplcl.aims.com
Telephone: 0345 0600014

Your duties – Applicable to All Sections

Claims Conditions 1 to 3 below are conditions precedent to **Our** liability under this **Policy**. If **You** do not comply with these conditions **We** shall be entitled to refuse indemnity under this **Policy**:

You shall:

1. notify **Us** as soon as reasonably practicable, but in any event within 14 days of discovery of an occurrence that may give rise to a claim under this **Policy**;
2. take all practicable steps to recover property lost and otherwise minimise the claim;
3. give all information and assistance **We** may reasonably require in a timely manner.

Sections 1

You shall, within 30 days of notification of a claim or such further time as **We** may in writing allow, deliver to **Us** a written claim providing at **Your** own expense, all details proofs and information regarding the cause and amount of **Damage** as **We** may reasonably require including any other insurances on any **Property Insured** by this **Policy** and (if demanded) a statutory declaration of the truth of the claim and of any related matters.

If any **Property Insured** under Section 1 to be r or replaced by **Us**, **You** shall at **Your** own expense provide all such plans documents books and information as may be reasonably required.

In certain circumstances **We** may require sight of proof of ownership which must be provided by **You** within 30 days of any such a request.

It is a condition precedent to **Our** liability under this **Policy** that **You** inform the Police immediately, obtaining a crime reference number and **Us** within 14 days if **Damage** is caused by thieves, malicious persons or vandals or by riot, civil commotion, strikes or labour disturbances. If **You** do not comply with this condition **We** shall be entitled to refuse indemnity under this **Policy**.

Section 1 – Additional Requirement

In the event that the **Property Insured** is recovered undamaged after **We** have made a settlement of a claim, **You** must repay the full amount **We** have paid to **You**. If the **Property Insured** is recovered damaged **You** must notify **Us** immediately in order that the **Trailer** may be handed over to **Us**.

Sections 2

Claims Conditions 1 to 4 below are conditions precedent to **Our** liability under this **Policy**. If **You** do not comply with these conditions **We** shall be entitled to refuse indemnity under this **Policy**:

1. Every impending prosecution, inquest or fatal accident enquiry claim, summons or process and all documents relating to those must be forwarded to **Us**, unanswered if a claim for liability is made against **You**, as soon as reasonably practicable, but no later than fourteen (14) days after receipt.
2. **You** must not make any admission, offer, promise or payment without **Our** written consent.
3. **You** accept and acknowledge that **We** are entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for **Your** own benefit any claim for **Indemnity** or damages or otherwise.
4. **You** accept and acknowledge that **We** have full discretion in the conduct of any proceedings and in the settlement of any claim.

Claims and Remedy Condition

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation then following a breach of disclosure which is either deliberate or reckless **We** shall be entitled to:

- i) avoid the contract, refuse all claims, and
- ii) retain the premiums paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **We** shall be entitled, if cover would not have been offered, to:

- i) avoid the contract, refuse all claims, and
- ii) return the premiums paid.

CLAIMS PROCEDURE AND CONDITIONS (CONTINUED)

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **We** shall be entitled, if cover would have been offered on different terms, to

- i) treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to premium), and
- ii) reduce proportionately the amount to be paid on a claim if **We** would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium. If more than one **Premises** is stated in the **Schedule** the proportion of the premium charged for the **Premises** that has sustained **Damage** will be applied.

"reduce proportionately" means that **We** need only pay on the claim X% of what otherwise **We** would have been under an obligation to pay under the terms of the **Policy** (or, if applicable, under the different terms provided for by virtue of paragraph i)), where:

$$X = \frac{\text{Premium actually charged}}{\text{Higher Premium}} \times 100$$

Our Rights

Sections 1

1. On the happening of **Damage** in respect of which a claim is made, **We** may, without thereby incurring any liability or diminishing any of the **Our** rights under this **Policy**, enter take or keep possession of the **Premises** where such **Damage** has occurred and take possession of or require to be delivered to **Us** any property and deal with such property for all reasonable purposes and in any reasonable manner
2. No property may be abandoned to **Us** whether taken possession of by **Us** or not.
3. **We** shall have full discretion in the conduct of any proceedings and in the settlement of any claim where **We** have agreed to provide an indemnity under this **Policy**.

Sections 2

We may at any time pay to **You** in connection with any claim or series of claims under this **Policy** to which an **Indemnity** applies the **Limit of Indemnity** (after deduction of any sums already paid) or any lesser amount for which those claims can be settled and upon payment being made, **We** will relinquish the conduct and control of and be under no further liability in connection with those claims except for the payment of defence costs incurred with **Our** consent before the date of payment (unless the **Limit of Indemnity** is stated to be inclusive of defence costs).

However, if **We** exercise the above option and the amount required to dispose of any claim or series of claims exceeds the **Limit of Indemnity** and the balance of the amount required to dispose of the claim is insured either in whole or in part with defence costs payable in addition to the **Limit of Indemnity** under this **Policy** then **We** will also contribute **Our** proportion of subsequent defence costs incurred with **Our** consent.

Fraud

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this **Policy** or if any loss be occasioned by the wilful act or with **Your** connivance then **We** shall be entitled:

- a) not to pay the claim,
- b) to recover from **You** any sums paid by **Us** to **You** in respect of the claim, and
- c) to treat this **Policy** as being terminated with effect from the time of the fraudulent act.

If the **Policy** is treated as having been terminated **We** shall be entitled to:

- a) refuse all liability to **You** under the **Policy** in respect of any relevant event occurring after the time of the fraudulent act, and
- b) not return any of the premiums paid under the **Policy**.

Other Insurances

If in respect of any claim under this **Policy** there is any other insurance or **Indemnity** in **Your** favour in force relative to that claim, or there would be but for the existence of this **Policy**, **Our** liability will be limited to the amount in excess of that which is or would have been payable (but for the existence of this **Policy**) in respect of that claim but always limited to the **Limit of Indemnity** or **Sum Insured**.

Subrogation

Any claimant under this **Policy** shall at **Our** request and expense, take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by **Us**.

We shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name at **Our** own expense and for **Our** own benefit any claim for indemnity or damages or otherwise.

COMPLAINTS PROCEDURE

How to make a complaint

Our aim is to provide all **Our** customers with a first class standard of service. However, there may be occasions when **You** feel this objective has not been achieved. If **You** have a complaint about **Your Policy** or the handling of a claim, the details below set out some of the key steps that **You** can take to address **Your** concerns.

Where do I start?

If **Your** complaint is about the way in which the **Policy** was sold to **You** or whether it meets **Your** requirements, **You** should contact the **Broker** who arranged the **Policy** for **You**;

If **Your** complaint is about a claim, **You** should refer the matter to:

ERGO Claims Team
MPL Claims Management Ltd
The Octagon
27 Middleborough
Colchester
CO1 1TG

Telephone: **0345 060 0014**

Alternatively, **You** can ask **Your Broker** to refer the matter on for **You**.

Please quote **Your Policy** number in all correspondence so that **Your** concerns may be dealt with speedily.

What happens next?

If **Your** complaint is not able to be resolved satisfactorily by close of business on the third working day following receipt, your complaint will be referred to the Complaints Manager for ERGO UK who will send you an acknowledgement letter. If **You** don't receive any acknowledgement letter, or at any time if **You** wish to do so, **You** may contact the Complaints Manager **Yourself** by using any of the below contact details:

Complaints Department, ERGO UK Specialty Limited,
1 Fen Court, London, EC3M 5BN.

Telephone: **020 3003 7130**

E-mail: **complaints@ergo-commercial.co.uk**

The Complaints Manager will investigate **Your** complaint and will provide **You** with a written response within eight weeks of **Your** initial complaint. This will either be a final response or a letter informing **You** that **We** need more time for **Our** investigation.

If You remain unhappy

If **We** have not resolved **Your** complaint at the end of eight weeks, or if after receiving **Our** final response **You** remain dissatisfied, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service (contact details below). **You** will have six months from the date of the final response to make this referral.

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

The Financial Ombudsman Service,
Harbour Exchange Square,
Exchange Tower, London E14 9GE

Telephone: **0800 0234 567**

Further information is available from them and **You** may refer a complaint to them online at
www.financial-ombudsman.org.uk.

The Ombudsman will review complaints from eligible complainants. An eligible complainant is defined as:

1. a private individual;
2. a business which has a group annual turnover of less than £6.5m (approx. €8.125m) and either: -
 - a. fewer than 50 staff OR
 - b. an annual balance sheet total of less than £5m at the time the complainant refers the complaint to the respondent;
3. a charity which has an annual income of less than £6.5m at the time the complainant refers the complaint to the respondent; or
4. a trustee of a trust which has a net asset value of less than £5m at the time the complainant refers the complaint to the respondent.

PRIVACY NOTICE

Burns and Wilcox Ltd - Privacy Notice

Burns and Wilcox Ltd processes certain information in connection with this policy. Information that Burns and Wilcox Ltd processes may be defined as personal and/ or sensitive personal information.

For more detailed information, please see Burns and Wilcox Ltd 's full privacy notice set out at <https://www.burnsandwilcox.co.uk/privacy-policy/>

Great Lakes Insurance UK Limited & ERGO UK Specialty Limited – Privacy Notice

Information We process

We process certain information in connection with this **Policy**. Information **We** process may be defined as personal and/ or sensitive personal information.

Personal information is information about a living, identifiable individual e.g. name, address, driving licence or national insurance number. Personal information also includes information about an individual who can be identified through a work function or their title.

In addition, personal information may contain sensitive personal information; such as information about health and/or criminal convictions.

In this privacy notice, **We/Us/Our/Insurer** means Great Lakes Insurance UK Limited and ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited, in so far as this notice relates to their processing of personal data.

We are each a controller in relation to **Our** processing of personal and/or sensitive personal information and **We** will each hold and otherwise process such information in compliance with **Our** obligations under UK data privacy laws for the purposes set out in this notice. This notice describes in general terms how **We** each process personal and/or sensitive personal information. For more detailed information, please see the relevant privacy notice (as referred to below) or contact **Us** using the details provided below.

- Great Lakes Insurance UK Limited privacy notice: https://www.munichre.com/content/dam/munichre/contentlou nge/website-pieces/documents/Great-Lakes-Insurance-UK-Information-Notice.pdf/_jcr_content/renditions/original./Great-Lakes-Insurance-UKInformation-Notice.pdf

- ERGO UK Specialty Limited privacy notice: <https://www.ergo-specialty.co.uk/policies/privacy-policy>

You should show this notice to any other party related to this **Policy** and to any individual (a data subject) whose personal data **You** share with **Us**.

If **You** supply **Us** with personal information and/or sensitive personal information of a data subject where consent is required to process that personal information and/or sensitive personal information,

please ensure that **You** have fairly and fully obtained their consent for the processing of their personal information and/or sensitive personal information. Reference in this privacy notice to **You** shall be deemed to refer to any individual whose personal data is processed by **Us** under this **Policy**.

Collecting electronic information

If **You or any other party related to this Policy** contact **Us** via an electronic method, **We** may record **Your** internet electronic identifier i.e. **Your** internet protocol (IP) address. **Your** telephone company may also provide **Us** with **Your** telephone number.

How We use Your information

We may use personal and/or sensitive personal information **We** receive in connection with this **Policy** in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process and manage claims;
- prevent and detect crime (including fraud);
- offer renewals;
- develop new products; and/or

conduct research (and for wider statistical purposes). For information on the lawful bases **We** rely on to process personal and/or sensitive personal information for these purposes, please see the relevant privacy notices referred to above.

Who We share Your information with

We may pass personal and/or sensitive personal information **We** receive in connection with this **Policy** to industry related third parties, including authorised agents, service providers, reinsurers, other insurers, legal advisers, loss adjusters and claims handlers for the purposes above.

We may also share personal and/or sensitive personal information **We** receive in connection with this **Policy** with regulatory bodies such as the Financial Conduct Authority (FCA) for the purposes of administering and regulating **Your** insurance.

We may also share personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within the Great Lakes/ Ergo/Munich Re Group of companies to:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime; and/or
- develop products and services.

Except for the disclosures described above and in **Our** full privacy notice (see the section entitled "Information We process" for links to those notices), **We** will not disclose personal and/or sensitive personal information to anyone outside the KBIS British Equestrian Insurance, Burns & Wilcox Ltd and Great Lakes/Ergo/Munich Re Group of companies except:

- where **We** have appropriate permission to do so;
- where **We** are required or permitted to do so by law;
- to other companies where required in connection with the provision of a service to **Us** or **You**; and/or where **We** transfer rights and obligations under the insurance provided under this **Policy**.

Employers' Liability Tracing Office (ELTO)

By entering into this insurance **Policy** **You** will be deemed to specifically consent to the use of **Your** insurance **Policy** data in the following way and for the following purposes.

Certain information relating to **Your** insurance **Policy** including, without limitation:

- the **Policy** number(s);
- employers' names and addresses (including subsidiaries and any relevant changes of name);
- dates of cover;
- employer's reference numbers provided by Her Majesty's Revenue and Customs; and
- Companies House reference numbers (if relevant) will be provided to the ELTO and added to an electronic database ("the database").

This information will be made available by **Us** to ELTO in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers ("the claimants"):

- to identify which insurer (or insurers) provided employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The database will be managed by ELTO.

The transferring of personal information outside the United Kingdom

In providing insurance services, **We** may transfer personal and/or sensitive personal information to countries outside the United Kingdom. If this happens, it will at all times be held securely and handled in accordance with UK data privacy laws and **We** will ensure that appropriate measures are taken (which may include putting in place appropriate contractual arrangements) to safeguard the personal and/or sensitive personal information transferred.

Individuals (i.e., data subjects) have a right to know what personal and/or sensitive personal information **We** hold about them. To exercise this right, please contact the Data Protection Officer at the address listed within this notice.

If **We** do hold information about the individual, **We** will:

- give them a description of it;
- tell them why **We** are holding it;
- tell them who it could be disclosed to; and
- let them have a copy of the information in an intelligible form.

If an individual's information is inaccurate, the individual can ask **Us** to correct any mistakes by contacting **Our** Data Protection Officer.

Access to personal information

Individuals (i.e., data subjects) have a right to know what personal and/or sensitive personal information **We** hold about them. To exercise this right, please contact the Data Protection Officer at the address listed within this notice.

If **We** do hold information about the individual, **We** will:

- give them a description of it;
- tell them why **We** are holding it;
- tell them who it could be disclosed to; and
- let them have a copy of the information in an intelligible form.

If an individual's information is inaccurate, the individual can ask **Us** to correct any mistakes by contacting **Our** Data Protection Officer.

Data subject rights

Under UK data privacy laws, individuals (i.e., data subjects) have certain rights in relation to their personal information, including a right of access (see above), a right to correct or supplement inaccurate / incomplete information, a right to request the deletion of information, a right to request the suspension of the processing of the information, a data portability right and a right to object to **Our** processing of the personal information. These rights may only be available in certain circumstances and are subject to certain exemptions..

For more information about data subject rights, please see **Our** privacy notice (as referred to above) or contact **Us** using the details provided below.

Data Retention

We keep personal and/or sensitive personal information for as long as is reasonably required for the purposes explained in this notice. **We** also keep records – which may include personal and/or sensitive personal information – to meet legal, regulatory, tax or accounting needs. For example, **We** are required to retain an accurate record of **Your** dealings with **Us**, so **We** can respond to any complaints or challenges **You** or others might raise later. **We** will also retain files if **We** reasonably believe there is a prospect of litigation. The specific retention period for personal and/or sensitive personal information will depend on **Your** (and/or the relevant data subject's) relationship with **Us** and the reasons **We** hold the personal and/or sensitive personal information. Please contact **Us** using the details below for more information on specific retention periods.....

Changes to this Notice

We keep **Our** privacy notice(s) under regular review. **We** would encourage **You** to check back regularly for updates. The Great Lakes Insurance UK Limited privacy notice was last updated in May 2024. The ERGO UK Specialty Limited privacy notice was last updated in October 2024. Please see the section entitled "Information We process" for links to those notices.

Contacting Us

If **You** or any party relating to this **Policy** have any questions relating to the processing of personal Information and or sensitive personal information, contact:

Data Protection Officer
ERGO UK Specialty Limited,
1 Fen Court,
London, EC3M 5BN.
Telephone: **0121 200 5825**
E-mail: **dataprotectionofficer@ergo-specialty.co.uk**

OTHER IMPORTANT INFORMATION

Choice of Law and Jurisdiction

The parties to a contract of insurance are free to choose the law and jurisdiction applicable to that contract. In the absence of any agreement to the contrary stated on the **Schedule**, the laws of England and Wales will apply and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

Financial Services Compensation Scheme (FSCS)

Great Lakes Insurance UK Limited is covered by the FSCS. This means that **You** may be entitled to compensation from the scheme in the unlikely event that Great Lakes Insurance SE cannot meet its obligations. Further details can be obtained from FSCS, PO Box 300, Mitcheldean, GL17 1DY Telephone: **0800 678 1100**

or **www.fscs.org.uk/contact-us**

Language

The language of **Your Policy** and any communication throughout the duration of the **Period of Insurance** will be English.

Our Regulator

Great Lakes Insurance UK Limited is a company incorporated in England and Wales with company number 13436330 and registered office address is 1 Fen Court, London, United Kingdom, EC3M 5BN.

Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 955859. You can check this on the Financial Services Register by visiting <https://register.fca.org.uk/s/>.

ERGO UK Specialty Limited is a company incorporated in England and Wales with company number 04516776 and registered office address is 1 Fen Court, London, United Kingdom, EC3M 5BN. ERGO UK Specialty Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 435184. You can check this on the Financial Services Register by visiting

<https://register.fca.org.uk/s/>

Rights of Third Parties

A person who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Sanctions

This **Policy** will not provide any insurance cover or benefit and **We** will not pay any sum if doing so would mean that **We** are in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable to **Us**.

Taxes

There may be circumstances where taxes may be due that are not paid via **Us**. If this occurs, then it is **Your** responsibility to ensure that these are paid direct to the appropriate authority.

GENERAL OBLIGATIONS

Alteration in Risk

- a) **You** must immediately notify **Us** of any alteration or circumstance which materially affects the risks insured under this **Policy** and until **We** are advised of that alteration or circumstance and have expressly agreed in writing to accept liability for that altered risk and **You** have paid or agreed to pay the additional premium (if any) **We** will not be liable in respect of any claim or claims due wholly or partially to that alteration or circumstance.
- b) **You** must immediately notify **Us** if:
 - i) **You** are changing or selling **your** trailer
 - ii) Modifying **your** trailer from the manufacturer's original specification (this includes accessories and/or spare parts as some may be classed as modifications);
 - iii) Changes to the value of your trailer to that stated on **your** policy schedule;
 - iv) Changing the purpose that **your** trailer is used for;
 - v) If you change your address or the address of where your trailer is kept overnight.

otherwise the **Policy** will be treated as cancelled and all cover will terminate unless **You** have notified **Us** of any such alteration(s) described in i) – v) above and at **Our** option **We** have agreed to vary the **Policy**.

Reasonable Precautions

It is a condition precedent to **Our** liability under this insurance that **You**:

- a) take all reasonable precautions to prevent occurrences which may give rise to **Damage**, accidents or legal liability;
- b) take all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority;
- c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require;

otherwise **We** may refuse to pay **Your** claim(s) or provide indemnity under this **Policy**.

Section 1 – MATERIAL DAMAGE OF YOUR TRAILER

COVER AND BASIS OF SETTLEMENT

We agree that if during the **Period of Insurance**, **Your Property Insured** as specified in the **Schedule**, sustains **Damage**, then **We** will pay to **You**:

- i) the cost of repair of the **Property Insured** as a direct result of a **Damage** where we deem the cost of repairing your **Property Insured** to be economical.
- ii) As an alternative to repairing **Your Property Insured**, we may deem it appropriate to either replace **Your Property Insured** 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.
- iii) Or at **Our** option pay up to the **Market Value** or **Sum Insured** on the **Schedule** whichever is the less.

If we choose to repair **Your Property Insured** 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 Property Insured**, 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.

Exclusions applying to Section 1

The following exclusions apply to this Section:

1. The amount of the **Excess** stated in the **Schedule**.
2. **Property Insured** that is insured more specifically by or on behalf of **You** or more specifically covered under another Section of this **Policy**.
3. **Damage** to any **Property Insured** and/or any consequential loss directly or indirectly caused or contributed by:
 - a) mechanical and/or electrical derangement and/or breakdown, breakage of valves filaments and the like, burning out or **Damage** directly caused by short circuiting, and/or claims arising from overheating;
 - b) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith;
- c) fire resulting from undergoing any process involving the application of heat;
- d) its own self ignition, leakage of electricity, short circuiting, or over running;
- e) the undergoing of any process of production or packaging, treatment, testing or commissioning, servicing or repair;
- f) moth, termites, vermin or insect, wear, tear, gradual deterioration, rust or oxidisation, rot, mould or mildew, inherent vice, latent defect;
- g) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching or denting;

- h) breakage of articles that are brittle and/or breakage of glass
- i) faulty or defective design or materials used in its construction;
- j) faulty or defective workmanship, operational error or omission on the part of **You** or any of **Your Employees**;
- k) whilst being worked upon, or under any process, and directly resulting therefrom;
- l) change in climatic or atmospheric conditions or in water table level;
- m) frost or change in temperature, colour, flavour, texture or finish;
- n) acts of fraud or dishonesty;
- o) infidelity or dishonesty by **You** or any of **Your Employees**, family or other persons to whom **Property Insured** may be entrusted or **Damage** resulting from **You** voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretence;
- p) any unexplained loss or loss or shortage disclosed on taking inventory, misfiling, misplacing of information or clerical error;
- v) in respect of theft or attempted theft, **Damage** where **You** or **Your** partners, directors or **Employees** or any member of **Your** household is involved as principal or accessory or caused by any person lawfully in the **Premises**.
- w) In respect of **damage** to any tyres;
- x) Loss or **damage** to **Property Insured** whilst not in use or left unattended unless they are kept in a locked building or locked with an appropriate approved wheelclamp and hitch-lock.
- y) **Damage** to the **Property Insured** whilst being used for racing, stunts, hire or reward or other business purposes.
- z) Any consequential loss or any costs for recovery or storage of the damaged or recovered **Property Insured**.

Limit of Indemnity

Our liability in respect of all incidents of **Damage** to an item of **Property Insured** during the **Period of Insurance** shall be limited as follows:

- a) If an individual **Sum Insured** is specified on the **Policy Schedule** for that item, **Our** liability shall be limited to that **Sum Insured** or the **Market Value** of the **Property Insured**

Average Clause

Each item insured under this Section is declared to be separately subject to the following condition;

If at the time of repair or replacement the **Sum Insured** is less than 80% of the **Market Value** of the **Property Insured** the amount **We** will pay will be reduced by the percentage of the difference between the **Sums Insured** and the **Market Value**.

The **Excess** shall not be reduced in the event that the Average Clause applies to **Your** claim.

SECTION 2 – THIRD PARTY LIABILITY

OPERATIVE CLAUSE

Subject to the exclusions, conditions and definitions of this **Policy**, **We** will **Indemnify You** under Section 2 against:

- a) all sums which **You** become legally liable to pay as damages; and
- b) **Costs and Expenses**;

in the event of;

- i) accidental **Bodily Injury** to any person
- ii) accidental loss of or damage to **Property**;
- iii) obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water;

occurring during the **Period of Insurance** and arising out of **Your** ownership of the **Property Insured** ;

- a) in the **Territorial Limits**;
- b) elsewhere in the world in respect of temporary visits in a non-manual labour capacity by **You**.

Limit of Indemnity

Our liability to **You** for all compensation payable by **You** to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series resulting from or attributable to one source or original cause will not exceed the amount specified in the **Schedule** as the **Limit of Indemnity** for Section 2.

Costs and Expenses are payable in addition to the **Limit of Indemnity** under Section 2 apart from:

- i) any judgment award or settlement made within; and
- ii) any order made anywhere in the world to enforce, either in whole or in part, a judgment, award or settlement made within;

the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada for which the **Limit of Indemnity** for Section 10 will be the maximum amount payable including **Costs and Expenses**.

Extensions applicable to Section 2

1. Overseas personal liability

Where **You** or any of **Your** directors or **Employees** are temporarily visiting a country outside the **Territorial Limits** during the **Period of Insurance** in connection with the **Business**, **We** will **Indemnify You** and:

- i) if **You** are an individual, **Your** spouse and child(ren) accompanying **You**; and
- ii) any of **Your** directors or **Employees**; and
- iii) any spouse or child(ren) of **Your** directors or **Employees** accompanying them;

against legal liability incurred in a personal capacity for

accidental **Bodily Injury** or loss of or damage to **Property** occurring during that visit.

Exclusions applicable to Section 2

We will not **Indemnify You** under Section 10 against liability:

1. for loss of or damage to property belonging to **You** or in **Your** custody or control or contained within the **Property Insured**
2. for **Bodily Injury** or damage to property belonging to **You** or a family member.
3. arising from the ownership, possession or use under **Your** control, or under the control of any of **Your** directors or **Employees**, of
 - i) any mechanically propelled vehicle or their accessories or any trailer or caravan being towed or becoming detached whilst being towed or
 - ii) any mechanically propelled vehicle in circumstances where compulsory insurance or security is required under any Road Traffic Act legislation.
 - iii) any **damage** to an animal being carried in a trailer or mechanically propelled vehicle
 - iv) any **Property Insured** being hired out, racing or any other business purposes.
4. arising out of the ownership, possession or use by **You** or on **Your** behalf of any **Aircraft**, hovercraft, offshore installation or watercraft (other than hand-propelled or wind-powered watercraft whilst on inland waterways).
5. in respect of each claim arising out of damage to **Property**, for the first amount equal to the **Excess** stated in the **Schedule**.
6. **We** will not **Indemnify You** in respect of:
 - i) liability arising from or caused by a deliberate wrongful act or deliberate wrongful omission of any person eligible for an **Indemnity** under these General Extensions.
 - ii) claims which arise out of circumstances:
 - notified to previous insurers; or
 - known to **You**, or which should have been known to **You** upon reasonable enquiry, at inception of this **Policy**.

Conditions

You must comply with the following conditions. If **You** fail to do so, **We** may not pay a claim, or any payment may be reduced. **You** must:

1. give notice in writing to **Us** as soon as reasonably practicable of the discovery of any circumstance which may give rise to a claim under this **Policy**. Any claims arising out of circumstances notified in accordance with this condition will be deemed to have been first made against **You** during the **Period of Insurance**
2. comply with the Claims Procedure and Conditions of this **Policy**.

GENERAL EXCLUSIONS

APPLICABLE TO ALL SECTIONS (UNLESS OTHERWISE STATED)

Asbestos

Save to the extent provided in Sections 1, 2, 9 and 11 **We** will not indemnify **You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or been operative in the sequence of events resulting in a loss.

Disease Exclusion

We will not indemnify **You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense caused directly or indirectly by any one or more of the following, whether or not acting in any sequence with any other cause:

Disease, epidemic or pandemic, (including in all cases any contagious disease that affects animals) or any limitation or prevention of the use of objects because of hazards or potential hazards to human or animal health.

Cyber and Data Exclusion

- 1) Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto, this **Policy** excludes any:
 - i) **Cyber Loss**, unless subject to the provisions of paragraph 2;
 - ii) 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**, unless subject to the provisions of paragraph 3;

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

- 2) Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, this **Policy** covers physical loss or physical damage to **Property Insured** under this **Policy** caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.
- 3) Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, should **Data Processing Media** owned or operated by the **Insured** suffer physical loss or physical damage insured by this **Policy**, then this **Policy** will cover the cost to repair or replace the **Data Processing Media** itself plus the costs of copying the **Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **Data**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **Data Processing Media**. However, this **Policy** excludes any amount pertaining to the value of such **Data**, to **You** or any other party, even if such **Data** cannot be recreated, gathered or assembled.
- 4) In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 5) This exclusion supersedes and, if in conflict with any other wording in the **Policy** or any endorsement thereto having a bearing on **Cyber Loss**, **Data** or **Data Processing Media**, replaces that wording.

Nuclear Energy Risks

We will not indemnify **You** in respect of Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this **Policy**, Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of:

- i) nuclear reactors and nuclear power stations or plant;
- ii) any other premises or facilities whatsoever related to or concerned with:
 - a) the production of nuclear energy or
 - b) the production or storage or handling of nuclear fuel or nuclear waste
- iii) any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

GENERAL EXCLUSIONS (CONTINUED)

Pollution

We will not indemnify **You** against loss, **Damage** or expense directly or indirectly caused by or contributed by or arising from **Pollution**.

Radioactivity

We will not indemnify **You** against loss, **Damage**, expense or **Your** legal liability directly or indirectly caused by or contributed by or arising from;

- i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
- v) any chemical, biological, bio-chemical, or electromagnetic weapon.

Terrorism

We will not indemnify **You** against: loss, **Damage**, cost, or expense or **Your** legal liability directly or indirectly caused by or arising out of or in connection with **Terrorism** or any loss, **Damage**, costs or expenses directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

If **We** allege that by reason of this exclusion, any loss, **Damage**, cost or expense or liability is not covered by this **Policy**, the burden of proving the contrary shall be upon **You**. In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

War

We will not indemnify **You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense directly or indirectly caused by, happening through or following war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Micro-Organism Exclusion

We will not indemnify **You** against any loss, **Damage**, claim, cost, expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is;

- i) any physical loss or **Damage** to **Property Insured**;
- ii) any **Defined Peril** or cause whether or not contributing concurrently or in any sequence;
- iii) any loss of use occupancy or functionality;
- iv) any action required including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation or steps taken to address medical or legal concerns or to comply with the advice or orders of any competent public or governmental authority or body.

This Exclusion replaces and supersedes any provision in this **Policy** that provides insurance, in whole or in part, for these matters.

GENERAL EXCLUSIONS (CONTINUED)

Northern Ireland Overriding Exclusion

We will not indemnify **You** against loss or destruction of or **Damage** to any property in Northern Ireland or loss resulting there from caused by or happening through or in consequence directly or indirectly of:

- i) civil commotion;
- ii) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association.

In any action suit or other proceedings where **We** allege that by reason of the provisions of this exclusion any loss, destruction or **Damage** or consequential loss is not covered by this **Policy** the burden of proving that such loss is covered shall be upon **You**.

Sonic Bangs Exclusion

We will not indemnify **You** against **Damage** caused by pressure waves caused by **Aircraft** or other aerial devices travelling at sonic or supersonic speeds.

Bodily Injury to Employees

We will not **Indemnify You** against **Your** legal liability for **Bodily Injury** to any of **Your Employees** arising out of and in the course of employment by **You** in **Your Business**.

Computer Hacking or Misuse

We will not **Indemnify You** against **Your** legal liability directly or indirectly caused by, happening through or resulting from actual or suspected computer hacking and/or computer misuse whether or not resulting in:

- a) actual or anticipated publication of **Data** including but not limited to privileged information or sensitive personal **Data**; or
- b) actual or suspected theft of **Data** including but not limited to privileged information and sensitive personal **Data**.

Computer Systems

We will not **Indemnify You** against **Your** legal liability arising out of failure of any **Computer System**, whether or not **Your Property**, to be date or time compliant including failure of any correction, attempted correction, conversion, renovation, rewriting or replacement of any **Computer System** relating to date or time compliance.

Contractual Liability

We will not **Indemnify You** against **Your** legal liability which is assumed by **You** under agreement unless liability would have arisen in the absence of that agreement.

Due Care

We will not **Indemnify You** against **Your** legal liability caused by or arising out of the deliberate, conscious or intentional disregard of **Your** obligation to take all reasonable steps to prevent **Bodily Injury** or loss of or **Damage** to **Property**.

Excess

We will not **Indemnify You** against **Your** legal liability for the first amount equal to the **Excess** stated in the **Schedule**.

Liquidated Damages and Contractual Remedies

We will not **Indemnify You** against **Your** legal liability arising out of clauses or warranties which pre-define and/or pre-agree compensation payable by **You** for loss, detriment, or injury to a person or a person's rights or property (including but not limited to liquidated damages clauses, penalty clauses or performance warranties) unless liability would have arisen in the absence of those clauses or warranties.

Punitive Damages, Penalties and Fines

We will not **Indemnify You** against **Your** legal liability for any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form.

GENERAL CONDITIONS

Arbitration

If any difference shall arise as to the amounts to be paid under this **Policy** (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. If agreement cannot be reached, either party may apply for an arbitrator to be appointed by ARIAS (UK). Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against **Us**.

The seat of the arbitration will be in London, England and the arbitration tribunal will apply the proper law of this contract and of this arbitration condition as stated in "Choice of Law and Jurisdiction" on page 18.

Adjustment of premium

Where the premium is provisionally based on **Your** estimates **You** must keep accurate records and within ninety (90) days of the expiry of the **Period of Insurance** declare actual values as **We** require.

The premium will then be adjusted and any difference paid or allowed to **You**, except that if the premium stated in the **Schedule** is expressed as "minimum and deposit" and the premium adjustment calculation results in an amount which is less than the "minimum and deposit" stated in the **Schedule**, a rebate of premium will not be paid to **You**.

Where the estimates include remuneration to **Employees**, the required declaration must also include remuneration to all persons defined as **Employees** by this **Policy**.

Failure to declare these particulars to **Us** will entitle **Us** to estimate those actual values if **We** so wish and to assess further premium payment due calculated on **Your** original estimated values.

Non-Invalidation

The **Policy** shall not be invalidated if there is a change in the use of the **Premises** which constitutes an increase in the risk of **Damage** which is unknown to **You** provided that immediately **You** become aware thereof **You** give notice to **Us** and pay an additional premium if required

ERGO UK Specialty on behalf of Great Lakes
Insurance UK Limited
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EC3M 5BN

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