

# KBIS LTD TRAILER TERMS AND CONDITIONS

These Terms and Conditions form part of the insurance contract along with the Certificate. The Certificate outlines the cover purchased and that document, together with these Terms and Conditions provide full details of the policy.

If we explain, in the definitions sections, what a word means, that word will have the same meaning wherever it appears in the section indicated.

## DEFINITIONS applying to all sections of the policy:

<b>Certificate</b>	The printed document titled 'Trailer Insurance Certificate' showing the Policyholder and Insured Trailer details and cover provided.
<b>Insured Trailer</b>	The trailer or horse drawn vehicle stated on the Certificate
<b>Market Value</b>	The price at which the Insured Trailer would change ownership between a willing buyer and a willing seller with both parties having reasonable knowledge of the relevant facts.
<b>Period of Insurance</b>	The dates stated in the 'Period to be Insured from' and 'To' sections on the Certificate.
<b>Policyholder</b>	The person named on the Certificate
<b>Underwriters</b>	XL Catlin Insurance Company UK Limited
<b>Terrorism or Act of Terrorism</b>	Terrorism or an 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.

This policy covers the Insured Trailer against physical loss or damage that occurs during the Period of Insurance, up to, but not exceeding the sum insured stated on the Certificate.

## 1. GENERAL POLICY CONDITIONS

1. At the start of the Period of Insurance the Insured Trailer must be in good working order and free from any defect.
2. At the start of the Period of Insurance the Policyholder must be the sole owner or hirer of the Insured Trailer, unless the Underwriters have agreed this beforehand. This policy will stop if the Policyholder sells the Insured Trailer or parts with any interest in it, whether temporarily or permanently.
3. The Insured Trailer must:
  - (a) Remain in the geographical limits stated in these Terms and Conditions during the whole Period of Insurance, and Any breach of these conditions may render the claim null and void and release the Underwriters from all Liability.
4. The Policyholder must at all times properly maintain the Insured Trailer. Any failure by the Policyholder to comply with this condition may render the Policyholder's claim null and void and release the Underwriters from all liability in connection with the claim.
5. The Policyholder must contact KBIS, on the next working day, in the event of an incident or accident, which may later lead to a claim. Failure to do this within the Period of Insurance may result in the claim becoming invalid.
6. If, at the time of loss the Policyholder has any other insurance in force for the Insured Trailer, whether or not that insurance is valid, the Underwriters will not be liable for any claims submitted by the Policyholder, unless the agreement of the Underwriters is noted on the Certificate. If two policies are in effect and the Underwriters have given their agreement, the maximum amount payable under this policy will be the excess the Policyholder has paid for the other insurance policy.

7. If a claim is paid by the Underwriters and a third party may be liable, the Underwriters may seek to recover their losses from that third party. In these cases, the Policyholder must offer all assistance in their power and the Underwriters will be entitled, at their own expense, to sue in the name of the Policyholder.
8. KBIS or the Underwriter may cancel this policy at any time, with or without a return of premium, by giving the Policyholder 5 days notice in writing to the address shown on the Certificate. If a claim has been paid for the Insured Trailer, no return of premium will be given.
9. If the Policyholder makes any claim knowing it to be false or fraudulent, with regard to the amount or otherwise, the policy will be void and no further claims will be paid.
10. The sum insured, stated on the Certificate, must accurately reflect the Insured Trailer's Market Value at all times.
11. Regardless of the claims history, at renewal the Underwriters have the right to amend the Terms and Conditions. This includes:
  - (a) Imposing terms such as the application of excesses,
  - (b) Increasing the premium
  - (c) Excluding cover,
  - (d) Amending the Terms and Conditions, and
  - (e) Changing the payment type.The Underwriters also have the right to not invite renewal, if this is the case the Policyholder will be notified in writing of any such action.
12. If the policy is paid for by Direct Debit instalment, when the policy is due for renewal KBIS will renew it automatically. KBIS will write to the Policyholder before the policy expires with full details of the next year's premium and policy conditions. If renewal is not required the Policyholder must contact KBIS, by telephone on 01635 247474 or in writing, to cancel. Should the Underwriters decide not to renew the policy; KBIS will notify the Policyholder in writing prior to the renewal date.
13. When a claim is made, the Policyholder agrees to provide KBIS with any information connected with the claim that may be reasonably requested.
14. The Policyholder must take all reasonable precautions to ensure the safety of the property insured and to prevent loss or damage.
15. **It is a condition precedent to the liability of the Underwriters in respect of loss or damage by theft or any attempt thereat that the Insured Trailer is fitted with a wheel clamp or other security device approved by the Underwriters or is in a securely locked building, with all windows securely locked and all doors locked with deadlocks, while not in use.**
16. There must have been no thefts or attempted thefts of any of the Policyholder's property from the current address during the twelve months prior to the start of this policy.
17. No liability arises under this policy for the loss of the Insured Trailer by theft or unlawful removal until 30 days after the incident is reported to Underwriter and only in the event that the item has not been recovered during the period.
18. The Policyholder must immediately report any theft or disappearance to KBIS and local police and strictly follow their recommendations.
19. In the event of any payment under this policy, the Underwriters reserve the right to take title and possession of the trailer or horse-drawn vehicle if it is subsequently recovered.

## **2. GENERAL POLICY EXCLUSIONS**

The Underwriters will not pay for:

1. loss or damage caused by damp, mildew, oxidation, moth, vermin, any gradually operating cause, wear and tear or mechanical or electrical faults or breakdown.
2. damage or deterioration of any article directly caused by the actual process of dyeing, cleaning, repair or renovation.
3. loss by delay, loss of market or consequential loss of any kind.
4. breakage of articles of a brittle nature (unless such breakage is caused by burglars, thieves or fire) or breakage of glass.
5. loss or damage caused by climatic or atmospheric conditions or extremes of temperature unless such loss or damage would be covered under an ordinary fire insurance.
6. loss of equipment, tack or other items.
7. damage to tyres other than claims arising from malicious damage.

8. any loss or damage occurring whilst the Insured Trailer is being used in connection with any business or used for hire and reward when the trailer is insured for Social, Domestic and Pleasure use only.
9. the amount specified on the Certificate as the Excess which shall be deducted from each and every claim for loss or damage.
10. Radioactive contamination and explosive nuclear assemblies
- Loss or destruction of or damage to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature or any death or disablement or injury 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.
11. War
- Loss, damage, death, injury, or liability of whatsoever nature directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riots, civil commotions or confiscation or nationalisation or requisition or destruction of or damage to the Insured Trailer by or under the order of any government or public or local authority. (Insofar as concerns riots or civil commotions, the aforesaid Exclusion shall not apply to the extent that such contingencies are specifically insured elsewhere herein).
12. Agreement
- Any liability which is assumed by the Policyholder by agreement (other than liability arising out of a condition or warranty of goods implied by law) unless such liability would have attached in the absence of such agreement.
13. Fraud
- Any fraud, misstatement or concealment by the Policyholder in relation to any matter affecting coverage hereunder or in connection with the making of a claim hereunder shall render this Insurance null and void and all claims hereunder shall be forfeited.
14. Terrorism Exclusion Clause
- Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature 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.
- This endorsement also excludes, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action take in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.
- If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Policyholder.
- In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
15. Any claim for theft where the Policyholder has not submitted a valid serial number before the date of loss.
16. This policy does not cover any loss, damage, liability, claim, cost, fee or expense caused by:
- i. the use of, or inability to use;
  - ii. any error or omission relating to the use of; or
  - iii. any hoax or threat relating to the use of;
- any application, process or software.

### **3. GEOGRAPHICAL LIMITS**

The policy provides cover:

- In the United Kingdom, Channel Islands, Isle of Man, and
- While temporarily elsewhere in the world for up to 60 days in all during the Period of Insurance.

The Policyholder must be domiciled in the United Kingdom, Channel Islands or Isle of Man.

### **4. USE OF THE INSURED TRAILER**

**DEFINITIONS applicable to this section of the policy:**

<b>Social, Domestic and Pleasure use</b>	Use for social, domestic & pleasure purposes excluding use for travel to and from a place of paid employment excluding use for business purposes, hiring, use for any purpose in connection with the Motor Trade.
<b>Commercial Use</b>	As use for Social, Domestic and Pleasure Use plus, use in connection with the Policyholder's business.

The Insured Trailer(s) must be insured in the correct use group at all times. If the Insured Trailer is not insured in the correct group a claim will not be covered

## 5. EXCESS

<b>Social, Domestic and Pleasure use</b>	An excess of £100 applies to each and every claim
<b>Commercial Use</b>	An excess of £300 applies to each and every claim

## 6. HOW TO CLAIM

The Policyholder must complete a claim form for the incident in question. The policyholder can notify KBIS of a claim and obtain a claim form by calling 01635 247474 or emailing [ask@kbis.co.uk](mailto:ask@kbis.co.uk).

### CONDITIONS for making a claim

1. The Policyholder must notify KBIS as soon as possible by telephone or email.
2. If the claim relates to a theft or disappearance of the Insured Trailer, the Policyholder must notify the local police immediately and obtain a crime reference number.
3. If the claim relates to damage of the Insured Trailer, the Policyholder must obtain two quotations for the repair.

When the Underwriters have received a completed claim form for the incident they will assess the claim. If the claim is accepted the basis of settlement will be as follows:

- Claims made following damage to the Insured Trailer (where the trailer is repairable)  
Replacement  
The Underwriter shall be entitled at their sole option to replace or repair or pay for any item or any part thereof lost or damaged whether wholly or in part.
- Claims made in following total loss of the Insured Trailer (as a result of theft or where the trailer is not repairable)  
In the event of the total loss or destruction of the Insured Trailer the Underwriters will pay for the Market Value of the Insured Trailer at the time of loss.

## 7. YOUR RIGHT TO CANCEL

In the event of a claim the full annual premium must be paid and no return premium will be given if the policy is cancelled. In all other cases:

1. If the Policyholder decides not to continue with the policy in the first 14 days, a full refund will be provided.
2. If there are restrictions on the policy which cannot be mutually resolved, the Policyholder can cancel the policy within 14 days of being advised of the restrictions, but not exceeding 30 days from inception, with no charge.
3. After the time stated in 1 and 2 above, the Policyholder must contact KBIS on 01635 247474 to advise and the policy will be cancelled on a pro-rata basis.

## 8. HOW KBIS WILL USE YOUR DATA

We take the privacy of our clients very seriously and your details will only be stored on our system to administer your policy and will be kept no longer than necessary. KBIS can only discuss your personal details with you. If you would like anyone else to act on your behalf please

let KBIS know.

Our full Privacy Policy is issued with any quotation you receive from us and with your certificate of insurance. You can request a duplicate copy by phoning 0345 230 2323 or emailing [ask@kbis.co.uk](mailto:ask@kbis.co.uk). It is also available on our website [www.kbis.co.uk/privacypolicy](http://www.kbis.co.uk/privacypolicy)

## 9. LANGUAGE AND LAW APPLICABLE TO THE POLICY

The policyholder is free to choose the law to apply to this insurance contract. The Underwriters are also free to choose the law to apply.

Unless there is an agreement between these two parties to use a particular law, English law will apply.

Unless otherwise agreed, the language of the policy and all communications relating to it will be in English.

## 10. HOW DO I MAKE A COMPLAINT

Our aim is to get it right, first time, every time. If we make a mistake we will try to put it right promptly.

Any complaint should be addressed to KBIS in the first instance. You can submit your complaint by telephoning 01635 24747, emailing [ask@kbis.co.uk](mailto:ask@kbis.co.uk) or by writing to KBIS British Equestrian Insurance, Cullimore House, Peasemore, Newbury, Berkshire, RG20 7JN.

If, after following the above procedure, the Policyholders complaint has not been resolved to their satisfaction the Policyholder has the right to refer the matter to the Financial Ombudsman Service at the following address, South Quay Plaza II, 183 Marsh Wall, London, E14 9SR.

In all communications the Certificate number should be quoted.

## 11. FINANCIAL SERVICES COMPENSATION SCHEME

If the Underwriter is unable to meet it's liabilities you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0207 741 4100

## 12. SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer 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.

LMA3100