

Stoneways Trailer Insurance

Policy Terms and Conditions

This document is a legally binding contract between **you** (the insured) and **us** (certain underwriters at Lloyd's). **You** are obliged to inform **us** of any material facts that affect this insurance. If **you** are in any doubt as to whether a fact is material then **you** should disclose it.

The contract is based on the information **you** provided in **your application**. **We** have agreed to insure **you** under the terms, conditions and exceptions contained in this wording, the **schedule** or in any endorsement applying to this wording. The insurance provided by this document covers **loss or damage** that occurs during any period of insurance for which **you** have paid, or agreed to pay the premium.

Language and Law applicable to the contract

This insurance is written in English and all communications about it will be in English. The parties are free to choose the law applicable to this contract but in the absence of agreement to the contrary the contract shall be subject to the law of England and Wales

DEFINITIONS

The following definitions apply to words in bold within the policy terms and conditions.

We, us, our:	Certain underwriters at Lloyd's
You, your:	The person named in the policy schedule.
Schedule:	The document showing you , the trailer we are insuring and the cover that applies.
Trailer:	The Trailer specified in the schedule including any permanently attached security devices.
Loss or damage:	Accidental loss, damage, fire, storm, flood, theft or attempted theft.
Excess:	The amount you must pay towards each and every claim shown on your schedule .
Application:	any proposal form and information provided either hard copy or on-line.
Territorial Limits:	Great Britain, Channel Islands and Isle of Man.
Stoneways:	Stoneways Insurance Services Ltd acting as agents for certain underwriters at Lloyd's

THE COVER

We will insure **your trailer** described in the **schedule** against any **loss or damage**. **Our** liability under this insurance shall not exceed the sums shown in the **schedule**, replacement cost or cost of repair, whichever the lesser.

EXCLUSIONS

This Insurance does not cover: -

- 1) Depreciation, wear and tear, moth or vermin, mildew, mechanical breakdown or mechanical breakage, damage to tyres by road punctures, cuts or bursts.
- 2) Loss of use.
- 3) The first part of any loss as shown on the **schedule** as an **excess**.
- 4) Theft of the **trailer** whilst left unattended unless secured by an approved security device.
- 5) Any **loss or damage** caused sustained or incurred whilst the **trailer** is let for hire or reward, to anyone but **you**.
- 6) Any **loss or damage** from radioactive contamination arising from:
 - a) ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel; or
 - b) the radioactive, toxic, explosive or other dangerous property of any explosive nuclear assembly or nuclear part of that assembly.
- 7) Any **loss or damage** from pressure waves caused by aircraft and other flying objects.
- 8) Any **loss or damage** from war, invasion, act of foreign enemy, hostilities, (whether war be declared or not), civil war, rebellion, revolution, or military or usurped power.

GENERAL CONDITIONS

The following conditions apply to the whole of **your** insurance: -

- 1) **Your** address must be a permanent residence within Great Britain, Channel Islands and Isle of Man and cover for any **loss or damage** is only provided within these **territorial limits**.
- 2) Other insurance:
If, at the time of any **loss or damage** covered under this insurance, **you** have any other insurance which covers the same **loss or damage**, **we** will only pay **our** share of the claim.
- 3) Underinsurance:
If the cost of repair, replacement or rebuilding the **trailer** is more than the sum insured at the time of any **loss or damage**, then **you** will have to pay a share of the claim. For example, if **your** sum insured only covers one-third of the cost of **your trailer**, **we** will only pay one-third of the claim.
- 4) Reasonable care:
You must take all reasonable steps to protect **your trailer** from **loss or damage** and keep it in a good condition and state of repair.
- 5) Telling us about a change
You must tell **us**, as soon as possible, about any change in the information given to **us** which is relevant to this insurance. If **you** do not, **your** insurance may not cover **you** fully or at all. If **you** are not sure whether any information is relevant **you** should tell **us** anyway.

- 6) Claims:
When a claim or possible claim occurs, **you** must tell **us** in writing as soon as possible and submit a completed claim form available from www.stoneways.uk.com and, for theft claims, a copy of the original purchase receipt showing name and contact details of the vendor. For claims made under this insurance, **you** must give **us** (at **your** own expense) any documents, information and evidence **we** need. **You** must also tell the police immediately if the claim is caused by riot, malicious acts, theft or any attempted theft. (Please ensure that you get a crime reference number.) **You** must take all reasonable steps to recover any lost or stolen property and to prevent any further **loss or damage** occurring.

- 7) **Our** rights after a claim

We can:

- a) take over, conduct, defend or settle any claim; and
 - b) take proceedings, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this insurance. **We** will take this action in **your** name or in the name of anyone else covered by this insurance. **You**, or the person whose name **we** use, must co-operate with **us** on any matter which affects this insurance.
- 8) Fraudulent claims
If a claim is made which **you** or anyone acting on **your** behalf knows is false, fraudulent or exaggerated, **we** will not pay the claim and all cover under this insurance will become void and this contract will be automatically cancelled from inception without **us** returning **your** premium.
 - 10) Cancellation
Your right to change **your** mind:
You may cancel the insurance, without giving reason subject to no claim being made, by sending **us** written notice and returning the insurance documents within 14 days of it starting. This is known as the cooling off period. **We** will make a charge equal to the period of cover **you** have had, but this charge will be subject to a minimum amount of £25 + Insurance Premium Tax (IPT).
Cancellation after the cooling off period.
You may cancel this insurance after the cooling off period by giving **us** written notice. If **you** have not made any claim in the current period of insurance, **we** will work out the charge for the time **you** have been covered by **your** insurance subject to **us** retaining the minimum premium which applies at the time plus any administrative charges.
We may cancel this insurance by sending 14 days notice, to **your** last known address. **We** will refund the part of **your** premium which applies to the remaining period of insurance. **We** will send this refund to **you**.

- 11) Disagreement over amount of claim:
If **we** accept **your** claim, but disagree over the amount due to **you**, the matter will be passed to an arbitrator who both **you** and **we** agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against **us** (the cost of arbitration will be split evenly between **you** and **us**).

Your policy requires payment of the full premium if **you** make a claim. The full premium is that shown on **your schedule** for the period of insurance. Any outstanding balance of premium that **you** owe for the whole period of insurance will be deducted from **your** claim.

We will refund the part of **your** premium which applies to the remaining period of insurance. **We** will send this refund to **you**.

- 11) Disagreement over amount of claim:
If **we** accept **your** claim, but disagree over the amount due to **you**, the matter will be passed to an arbitrator who both **you** and **we** agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against **us** (the cost of arbitration will be split evenly between **you** and **us**).

Your policy requires payment of the full premium if **you** make a claim. The full premium is that shown on **your schedule** for the period of insurance. Any outstanding balance of premium that **you** owe for the whole period of insurance will be deducted from **your** claim.

COMPLAINT HANDLING PROCEDURE

Sales Complaints:

If **you** have any cause to complain about the way this policy has been sold to **you** please contact:

Stoneways Insurance Services Ltd,
Muscott House, 6 Meadrow, Godalming GU7 3HL.

Non-sales complaints:

If **you** have any cause to complain, or **you** feel that **we** have not kept our promise, please contact **Stoneways** at the address above.

After this action, if **you** are still not satisfied with the way a complaint has been dealt with, **you** may ask the Policyholder & Market Assistance department at Lloyd's to review **your** case. The address is:

Policyholder & Market Assistance,
Lloyd's Market Services, One Lime Street, London EC3M 7HA.
Telephone: 020 7327 5693
Fax: 020 7327 5225
E-mail: Complaints@Lloyds.com

Having followed this procedure, **your** complaint can be referred to the Financial Ombudsman Service (FOS).

The address is:

The Financial Ombudsman Service,
South Quay Plaza II, 183 Marsh Wall, London E14 9SR.

(These procedures do not affect **your** right to take legal action if necessary.)

Financial Services Compensation Scheme

If the insurers are unable to meet their 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, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0207 892 7300.