

# CX Trailer Certificate Wording

Effected through:

## Commercial Express Quotes Limited

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Numbers AG32100 to the undersigned by certain Insurance Companies, whose names and the proportions underwritten by them appear below and are hereinafter referred to as "**Underwriters**" and in consideration of the premium specified herein.

This is to certify that the **Insured** having made to the **Underwriters** a proposal which shall be the basis of this contract and in consideration of the payment by the **Insured** of the premium specified in the **Schedule** in accordance with the written authority (which number is shown in the **Schedule**) allows Your broker or insurance advisor to sign and issue this certificate on behalf of **Underwriters** whose syndicate numbers are given in the authority and said **Underwriters** are hereby bound each for his own part and not one for another their Heirs Executors and Administrators to indemnify the **Insured** to the extent and in the manner detailed herein or endorsed hereon during the period of insurance subject to the terms Exceptions and Conditions contained herein or endorsed hereon.

For and on behalf of **Underwriters**:

Signed:

A circular stamp with the text "COMMERCIAL EXPRESS QUOTES LIMITED" around the perimeter. Overlaid on the stamp is a handwritten signature in black ink.

Authorised Signatory

### IMPORTANT

This Certificate is a legal contract and it is important that **You** examine it carefully to make sure that it meets **Your** requirements. If it does not, or Your requirements change, please let us know right away. **You** are reminded of the need to tell us immediately of any facts or changes which **We** would take into account in our assessment or acceptance of this insurance as failure to disclose all relevant facts may invalidate the certificate, or may result in the certificate not operating fully.

The information supplied on the attached online Proposal/Statement of Fact has been relied on by Insurers when agreeing and accepting this insurance and forms the basis of the insurance contract.

The Certificate **Schedule** which specifies the operative sections is **Your** evidence of insurance and may be required in the event of a claim. Please read the Certificate **Schedule**, the Certificate Wording and the online Proposal/Statement of Fact carefully and return it immediately if it is not in accordance with **Your** requirements. The Certificate **Schedule** is designed for easy amendment, therefore should **You** request any change in insurance cover, an updated Certificate **Schedule** will be issued.

## Definitions

In this certificate, words that are highlighted in bold have the following meanings:

**Damage** - Means accidental physical **Damage**

**Schedule** - The document showing the details of the Certificateholder and the cover provided.

**Territorial Limits** means the United Kingdom.

**Trailer** - The **Trailer** as described in the Certificate **Schedule** hereto.

**We/Us/Underwriters**– Means Certain Underwriters at Lloyd's

**You/Your/Insured**– Means the Insured Person(s) named in the **Schedule**.

## Section 1 - Fire, Theft, Accidental Damage and New For Old Cover

Cover

**We** will pay up to the cost price, market value or the sum insured as shown in the **Schedule** or any endorsement hereon, whichever is less for fire, theft or accidental **Damage** to the **Trailer**. It must have been under the custody or control of **You, Your** immediate family or on loan in an emergency. If the trailer is stolen and not recovered or totally destroyed within 3 years of manufacture, settlement will be on current value, without making a deduction for wear and tear or age of the **Trailer**, subject to the sum insured stated in the Certificate Schedule.

**We** will choose whether to pay **You** or to repair or replace the items.

## Section 2 – Replacement Hire

Cover

If the **Trailer** becomes unusable for more than 24 hours because of loss or **Damage** covered under Section 1, **We** cover **You** up to 15% of the sum insured as stated in Section 1 of the **Schedule** for the reasonable cost **You** incur of hiring another **Trailer** similar to the one insured.



## Section 3 – Public Liability

We insure **You** up to the Limit of Indemnity specified in the **Schedule** in respect of:-

- **Damages** which **You** shall become legally liable to pay for. Amounts **You** shall become legally liable to pay for death or bodily injury or loss of **Damage** to property arising from one event or all events of a series consequent on one original cause happening during the period of insurance and caused by or through **Your** use of the **Trailer**.
- In addition costs and expenses of defending litigation incurred with our written consent in respect of any claim against **You** which may be the subject of indemnity under this Insurance.

Exclusions:

This Certificate will not indemnify **You** in respect of: -

1. Death or bodily injury, loss or **Damage** occurring while the **Trailer** is being transported or towed by a motor vehicle is attached to or becomes detached from a motor vehicle.
2. Death or bodily injury to **You**, any person that lives with **You**, any member of **Your** immediate family, **Your** agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with **You**.
3. Loss or **Damage** to any property owned, held in trust, in the charge of or under the control of **You**, any person that lives with **You**, any member of **Your** immediate family, **Your** agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with **You**.
4. Pollution or contamination of water, buildings or structures, land, or the atmosphere and death or bodily injury, loss or **Damage** to property caused by such pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time
5. Any event which results from **Your** deliberate act or omission and which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission.
6. Any judgement award to settlement made within the countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part).
7. Liability arising from the ownership possession or use of any mechanically propelled vehicle.



## Section 4 – European Use

### Cover

This insurance operates for a period of 30 days whilst the **Trailer** is in Europe (including sea crossings).

## Exclusions Applying to Section 1, 2 and 4.

This Certificate does NOT cover:

1. Depreciation, deterioration, manufacturing defects, wear and tear, **Damage** or loss caused by moth, vermin, mildew, rot, water leakage of any cause, or any gradually operating process.
2. Mechanical or electrical breakdown or fault not resulting in **Damage** to the **Trailer**.
3. **Damage** to tyres by braking or by punctures on roads, cuts or bursts.
4. Any **Trailer**:
  - (a) let out for hire or reward unless on loan in an emergency.
  - (b) not maintained in an efficient and roadworthy condition.
  - (c) being used in an illegal or dangerous manner.
5. Any amount above the last known list price of any part or accessory that is now useless or no longer available.
6. Theft or attempted theft if the security requirements have not been followed.
7. Loss of or **Damage** to any property contained in the **Trailer**.
8. Loss due to delay or detention by authorities.
9. Loss, theft or malicious **Damage** not reported to the police as soon as possible after discovery.
10. Any Consequential Loss

## Security Protection Warranty

1) It is a condition precedent to liability that the **Trailer** will be clamped by a wheel clamp or hitch lock when not in use unless being kept in a building:

- (a) that is totally enclosed and secure; and
- (b) that is a permanent substantial structure of brick, stone or timber; and
- (c) has doors kept locked by a minimum of a patent 5-lever lock

2) Whilst in use, the trailer must be clamped by wheel clamp or hitch lock once detached from the towing vehicle



## Certificate Excesses

**You** must pay an amount towards each claim. The amount **You** pay is called the 'excess'.

The following excesses apply to each and every claim.

Section	Excess
Section 1	£100
Section 2	£100
Section 3	Nil
Section 4	£100

## General Conditions

1. **We** are only liable if **We** have received the correct premium before the start of each period of insurance or within the credit period if **We** have allowed one to an agent.
2. **You** must observe and fulfil all the terms, conditions and endorsements of the Certificate otherwise **We** will not be liable under the Certificate.
3. **You** must not misstate or omit or conceal a material fact from the proposal for this insurance or when renewing it or claiming against it. Otherwise the Certificate is void and **We** will not return the premium.
4. **You** must take all reasonable steps to prevent loss, **Damage** or accidents and maintain any property covered under the Certificate in a sound and roadworthy condition.
5. If any loss, **Damage** or liability is insured by any other Certificate (or would be insured if this Certificate did not exist) **We** will not be liable for the whole claim. **We** will only pay anything over the amount which should have been paid under that Certificate (or policies) if this insurance had not been taken out.
6. **We** will not pay a claim that is in any way untrue or fraudulent, or arises from a malicious, wilful or criminal act by **You** or someone acting on **Your** behalf; someone caring for or in control of the insured property; or one of **Your** relations, agents, employees, licensees, paying guests or someone living with **You**.
7. **You** must notify **Us** as soon as possible of any change in circumstances relevant to this Certificate. Failure to do so may invalidate **Your** Certificate. **We** reserve the right to alter the terms of **Your** Certificate immediately **We** are notified of such changes.
8. **You** must not admit responsibility, offer, promise, pay or agree to pay any claim or negotiate with any other persons following an incident.
9. **You** must inform **Us** immediately of any impending prosecution inquest or fatal inquiry or civil proceedings. **You** must send **Us** every piece of correspondence and document **You** receive without replying to it.



## General Conditions (continued)

10. (a) **You** must allow **Us** to take over and conduct in **Your** name the defence or settlement of any claim for our own benefit;

(b) **You** must allow **Us** to take proceedings in **Your** name, at our own expense and for our own benefit, to recover compensation or secure an indemnity from any third party; and **You** shall give all information and assistance required.

11. For any claim or series of claims under Section 3, **We** may at any time pay **You** the amount of the limit of indemnity or any lower amount for which the claim(s) can be settled. **We** will then have no further liability in the claim(s) except for the third party's costs and expenses incurred up to the date of payment.

12. All losses must be backed up by receipts for the insured property or for any costs incurred. The receipts must show the date, price paid, details of the item and name and address of the seller.

13. This insurance will stop covering any item as soon as **You** sell it or part with any interest in it, whether temporarily or permanently.

14. If any dispute arises as to the amount to be paid under the Certificate, it may be referred to an arbiter to be appointed by the parties in accordance with the statutory provisions in force at the time. This provision for arbitration adds to **Your** legal rights and does not replace them.

15. If **You** decide within 14 days of inception that **You** do not wish to accept this Certificate **Schedule** and proceed with the Insurance, return it and provided no claims have been made, **We** will refund the premium.

16. **We** may cancel the certificate by writing to **You** at **Your** last or known address confirming that all cover will end 14 days after the date of our letter; or **You** may cancel the certificate by giving **Us** written instructions.

If **You** or **We** cancel the certificate, and **You** have not made a claim during the current period of insurance, **We** will refund the premium, less an administration fee, for any remaining period of cover.

## General Exclusions

This Certificate does NOT cover:

1. Hiring/lending out unless on loan in an emergency.
2. Any theft or loss arising from deception, fraud or use of stolen, forged or invalid cheques / drafts / bank notes or the like.
3. Any liability that arises only because of an agreement or contract.
4. Loss / depreciation resulting from reduction in the market value of any property covered under this Certificate.
5. Any loss, injury, **Damage**, illness, death or legal liability caused by or arising from the failure of any computer hardware or software or any other electrical equipment.
6. Loss, destruction or **Damage** directly from pressure waves caused by aircraft and other aerial devices.
7. **Damage** caused by livestock.

### **MICRO-ORGANISM EXCLUSION CLAUSE**

This agreement does not cover 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 insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use; occupancy; or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

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



## General Exclusions (continued)

### **CONTAMINATION AND POLLUTION EXCLUSION CLAUSE – applicable to section 1,2 & 4**

1. This Agreement shall not cover any loss or **Damage** due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.
2. This exclusion does not apply if such loss or **Damage** arises out of one or more of the following perils
  - Fire, Lighting, Explosion, Impact of Aircraft
  - Vehicle Impact, Sonic Boom
  - Accidental escape of water from any tank or apparatus or pipe
  - Riot, Civil Commotion, Malicious **Damage**
  - Storm, Hail
  - Flood, inundation
  - Earthquake
  - Landslide, Subsidence
  - Pressure of Snow, Avalanche
  - Volcanic Eruption
3. All other terms and conditions of this Agreement shall be unaltered and especially the exclusions shall not be superseded by this clause.

### **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE**

This agreement does not cover:

- a) Loss or destruction of or **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- b) Any legal liability of whatsoever nature directly or indirectly caused or contributed to by or arising from
  - (i). Ionising radiations 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 properties of any explosive nuclear assembly or nuclear component thereof.

## General Exclusions (continued)

### ELECTRONIC DATA ENDORSEMENT

#### 1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within this Agreement or any endorsement thereto, it is understood and agreed as follows:

- a) This Agreement does not insure loss, **Damage**, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.  
ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.  
COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs".
- b) However, in the event that a peril listed below results from any matters described in paragraph (a) above, this Agreement, subject to all its terms, conditions and exclusions, will cover physical **Damage** occurring during the original Certificate period to the property insured by the original Certificate directly caused by such listed peril.

#### Listed Perils

Fire  
Explosion

#### 2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within this Agreement or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Agreement suffer physical loss or **Damage** insured by this Agreement, then the basis of valuation shall be the cost of the blank media plus the cost of copying the ELECTRONIC 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 such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Agreement does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

## General Exclusions (continued)

### WAR AND CIVIL WAR EXCLUSION CLAUSE

Notwithstanding anything to the contrary contained herein this Certificate does not cover Loss or **Damage** directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, 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.

### NUCLEAR ENERGY RISKS EXCLUSIONS CLAUSE

This agreement shall exclude Nuclear Energy Risks whether such risks are written directly and / or via Pools and / or Associations.

For the purposes of this agreement 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.

### TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance 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.

For the purpose of this endorsement 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 endorsement also excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken 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 providing the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## General Exclusions (continued)

### ASBESTOS EXCLUSION (Section 3 Only)

This agreement does not cover any loss cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of 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 in any sequence to a loss.

### ASBESTOS ENDORSEMENT

- 1) This Certificate only insures asbestos physically incorporated in an insured building or structure, and then only provides indemnity in respect of that part of the asbestos which has been physically **Damaged** during the Period of Insurance by one of these Listed Perils; Fire, lightning, explosion, aircraft, riot or civil commotion, earthquake, subterranean fire, storm or flood, escape of water, impact, sprinkler leakage, subsidence.

This coverage is subject to all limitations in the Certificate to which this endorsement is attached and in addition to each of the following specific limitations;

- a) The said building or structure must be insured under this Certificate for **Damage** by a Listed Peril.
- b) The Listed Peril must be the immediate sole cause of the **Damage** to the asbestos.
- c) The Insured must report to the Underwriters the existence and cost of the **Damage** as soon as practicable after the Listed Peril first **Damaged** the asbestos.

However this Certificate does not insure any such **Damage** first reported to the Underwriters more than 12 (twelve) months after the expiration or termination of the Period of Insurance.

This Certificate shall provide no cover (whether for physical **Damage** business interruption delay of repair or other consequential loss) in respect of;

- i) Wear and tear or inherent defect, quality or vice in or of any asbestos
  - ii) Any compliance with or breach of any legal or other duty or obligation (including without limitation any duty arising from any contract or statute, or any instruction, request or order of any court or governmental or regulatory authority) of any person in connection with the design manufacture installation use retention treatment management repair replacement or removal of any asbestos (**Damaged** or otherwise) or
  - iii) Any asbestos which the Listed Peril has not physically **Damaged**.
- 2) Except as set forth in the foregoing Part A. of this endorsement, this Certificate does not insure asbestos or any interest relating thereto.

## Claims Procedure and Conditions

If **You** need to make a claim, please follow the procedure below so **We** can deal with the matter efficiently.

**You** must do the following:

- 1 Contact the agent that arranged this insurance for **You** as soon as reasonably possible. If **Your** loss occurs out of normal office hours contact **us** on telephone number 0845 604 6615 or 02920 558 639.
- 2 Give **Us** full written details of **Your** claim as soon as reasonably possible, and always within 30 days.
- 3 Take all reasonable steps to reduce and prevent any further injury, loss or **Damage**.
- 4 Give **Us**, at **Your** expense, all information and evidence (including written estimates and proof of ownership and value) **We** ask for.
- 5 Send to **Us** (unanswered) every letter, claim, writ, summons or other legal document **You** receive in relation to the claim.

**You** must not do the following:

- 1 Abandon any item to **Us**.
- 2 Dispose of any **Damaged** items before **We** have inspected them.
- 3 Negotiate, admit or settle any claim or offer without **Our** permission in writing.

**We** may do the following:

- 1 Keep the insured property and deal with the salvage in a reasonable way.
- 2 Negotiate defend or settle (in **Your** name and on **Your** behalf) any claim made against **You**.
- 3 Prosecute (in **Your** name for **Our** own benefit), any other person in respect of any amount **We** have or must pay.
- 4 Appoint a loss adjuster to deal with the claim.
- 5 Arrange to repair the **Damage** to the property.



## Complaints Procedure

If **You** have any complaint **You** should in the first instance contact:

Managing Director  
Commercial Express Quotes Limited  
Unit 4, Castlegate Court  
Castlegate Way  
Dudley  
DY1 4RD

If the matter is not resolved to **Your** satisfaction, please write to:

Lloyd's Certificateholder and Market Assistance  
Lloyds Market Services  
One Lime Street  
London, EC3M 7HA

If **You** are still not satisfied **You** can contact the:

Financial Ombudsman Service  
25 The North Colonnade  
Canary Wharf  
London  
E14 5HS

The complaints procedure above does not affect any legal right **You** may have to take action against **Us**.

### Definition of an Eligible Complaint

An eligible complaint is either a private individual, a business with a group annual turnover of less than £1million or a trustee of a trust with a net asset value of less than £1million at the time of complaint.

### Financial Services Compensation Scheme (FSCS)

Lloyd's Underwriters are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the Scheme if Lloyd's Underwriters are able to meet its obligations to you under this contract. If you are entitled to compensation under the Scheme the level and extent of the compensation would depend on the nature of the contract. Further information about the Scheme is available from the Financial Services Compensation Scheme 7<sup>th</sup> Floor, Lloyd's Chambers, Portsoken Street, London, E1 8BN and on their Website [www.fscs.org.uk](http://www.fscs.org.uk)