

Trailer – Comparison Document

Policy Wording

Section/Title (Policy Wording)	Previous Version	New Version
Policy Title	Trailer Consumer Certificate Wording	Trailer Policy Wording
Throughout	Certificate	Policy
Introduction	<p>This is to certify that authorisation has been granted to Commercial Express Quotes Ltd under Contract Numbers JRPCX1702B1021 - ERGO Versicherung AG (UK Branch) 50% for their proportion, UKBPY1700016 - AmTrust Europe Limited 30% for their proportion and JRPCX1702B3004 & JRPCX1702B3005 - Certain Underwriters at Lloyd's 20%</p>	<p>This Policy is underwritten by Certain Underwriters at Lloyd's (AXIS Managing Agency Ltd – Syndicate 1686 and 2007). AXIS Managing Agency Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 754962). AXIS Managing Agency Ltd is the managing agent of AXIS Syndicate 1686 and 2007 at Lloyd's and subject to the supervision of the Society of Lloyd's. AXIS Managing Agency Ltd is registered at Willkie, Farr & Gallagher (UK) LLP, Citypoint, 1 Ropemaker Street, London EC2Y 9AW (Company Number 08702952).</p> <p>This is to certify that authorisation has been granted to Commercial Express Quotes Ltd under Contract Number B1262BW0231418 by Certain Underwriters at Lloyd's (AXIS Managing Agency Limited)</p>
FSCS	<p style="text-align: center;"><u>Compensation</u></p> <p>We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if we are unable to meet our obligations to you under this policy. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this policy. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk.</p>	<p style="text-align: center;">New Statement: <u>Financial Services Compensation Scheme (FSCS)</u></p> <p>Certain Underwriters at Lloyd's (AXIS Managing Agency Limited – Syndicate 1686 and 2007) are covered by the FSCS. This means that You may be entitled to compensation from the scheme in the unlikely event that AXIS Managing Agency Limited cannot meet its obligations to You under this insurance. Further details about the scheme can be obtained from FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU Tel: 0207 741 4100 Fax: 0207 741 4101 or www.fscs.org.uk</p>
Authorisation and Regulation	<p style="text-align: center;"><u>Authorisation and Regulation</u></p> <p>ERGO Versicherung AG is a German insurance company with its headquarters at Victoriaplatz 2, 40477 Düsseldorf. Registered No: HRB36466.</p>	<p style="text-align: center;"><u>Authorisation and Regulation</u></p> <p>AXIS Managing Agency Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority</p>

	<p>UK Branch registered in England and Wales, Registration No. BR016401. Registered Office: Munich RE GROUP Offices, Plantation Place - 3rd Floor, 30 Fenchurch Street, London, EC3M 3AJ</p> <p>ERGO Versicherung AG, UK Branch is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority.</p> <p>Details about the extent of Our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Us on request.</p> <p>Lloyd's are authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority. You or your representative can obtain the name of each of us and our respective shares by applying to Market Services, Lloyd's, One Lime Street, London EC3M 7HA.</p> <p>Our Firm Reference Number(s) and other details can be found on the Financial Services register at www.fca.org.uk.</p>	<p>(Firm Reference Number 754962). AXIS Managing Agency Ltd is the managing agent of AXIS Syndicate 1686 and 2007 at Lloyd's and subject to the supervision of the Society of Lloyd's. AXIS Managing Agency Ltd is registered at Willkie, Farr & Gallagher (UK) LLP, Citypoint, 1 Ropemaker Street, London EC2Y 9AW (Company Number 08702952).</p>
Definitions – Excess	n/a	<p>New Definition:</p> <p>Excess(es)</p> <p>The amount You will have to pay towards each separate claim.</p>
Definitions – Policy	n/a	<p>New Definition (replaces Certificate):</p> <p>Policy</p> <p>The entirety of the Policy, the Schedule and/or any endorsements or amendments (whether or not such endorsements or amendments are agreed prior to the Policy of insurance coming into force or at any time thereafter).</p> <p>All references to the terms, conditions and exclusions of the Policy will be construed as referring to the entire Policy.</p>
Definitions – We/Us/Underwriters	We/Us/Underwriters - Means ERGO Versicherung AG (UK Branch), AmTrust Europe Limited and Certain Underwriters at Lloyd's.	We/Us/Our/Underwriters Certain Underwriters at Lloyd's (AXIS Managing Agency Limited - Syndicate 1686 and 2007 at Lloyds).
Definitions – You/Your	You/Your/Insured - Means the Insured Person(s) or entity named in the Schedule .	You/Your means the Insured Person(s) or entity named in the Schedule .
Definitions – Certificate	Certificate	Removed and replaced by Policy

	<p>The entirety of the Certificate, the Schedule and/or any endorsements or amendments (whether or not such endorsements or amendments are agreed prior to the Certificate of insurance coming into force or at any time thereafter).</p> <p>All references to the terms, conditions and exclusions of the Certificate shall be construed as referring to the entire Certificate.</p>	
Definitions – Insured Event	Insured Event - A claim You have made under a section of this Certificate for which Underwriters have agreed to provide indemnity.	Removed
Section 1 – Trailer Cover – Cover	If the Trailer and Fixed Equipment is subject to Accidental Damage fire or theft then following an Insured Event We will pay:	If the Trailer and Fixed Equipment is subject to Damage , fire or theft then following a valid claim We will pay: (Removed Accidental) (Remainder of Cover text remains as per previous Policy wording)
Section 1 – Trailer Cover – Exclusions	n/a	New Exclusion: 14. Damage to the Trailer whilst outside the Territorial Limits
General Exclusions – Northern Ireland Overriding	<p><u>Northern Ireland Overriding Exclusion clause</u></p> <p>Notwithstanding anything within the policy or in any extensions thereof it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of perils insured against) this policy does not cover 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;</p> <p>i) civil commotion</p> <p>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</p> <p>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.</p>	Removed
General Exclusions – Several Liability Clause	<p><u>SEVERAL LIABILITY CLAUSE</u></p> <p>The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the</p>	Removed

	<p>proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer.</p> <p>Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.</p> <p>The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.</p> <p>In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer.</p> <p>Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.</p> <p>Although reference is made at various points in this clause to this contract in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.</p>	
<p>General Conditions – Fraud</p>	<p>Fraud - If any claim be in any respect fraudulent or if any fraudulent means or devices be used by You or anyone acting on Your behalf to obtain any benefit under this Certificate or if any Damage be occasioned by the wilful act or with Your connivance then Underwriters shall be entitled: i. not to pay the claim, ii. recover from You any sums paid by the Underwriters to You in respect of</p>	<p>Fraud</p> <p>If You make a fraudulent claim under this insurance contract, then We:</p> <p>(a) Are not liable to pay the claim; and</p> <p>(b) May recover from You any sums paid by Us to You in respect of the claim; and</p> <p>(c) May by notice to You treat the contract as having been</p>

	<p>the claim, and iii. to treat this Certificate as being terminated with effect from the time of the fraudulent act.</p> <p>If the Certificate is treated as having been terminated the Underwriters shall be entitled to:</p> <ul style="list-style-type: none"> i. refuse all liability to You under the Certificate in respect of the relevant event occurring after the time of the fraudulent act, and ii. not return any of the premiums paid under the Certificate. 	<p>terminated with effect from the time of the fraudulent act.</p> <p>If We exercise Our right under clause (c) above:</p> <ul style="list-style-type: none"> (a) We will not be liable to You in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to Our liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and, (b) We need not return any of the premiums paid.
<p>General Conditions – Data Protection Act</p>	<p><u>Data Protection Act 1998</u></p> <p>The data supplied by you will only be used for the purposes of processing your policy, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which we have mentioned herein.</p> <p>It is important that the data you have supplied is kept up to date. You should therefore notify us promptly of any changes. You are entitled upon the payment of an administration fee to inspect the personal data which we are holding about you. If you wish to make such an inspection, you should contact Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF.</p> <p>We may respond to enquiries by the Police concerning your policy in the normal course of their investigations. Where it is necessary to administer your policy effectively, to protect your interests, or for fraud prevention and detection purposes, We may disclose data you have supplied to other third parties such as solicitors, other insurers, law enforcement agencies and similar.</p>	<p><u>Data Protection Act 1998</u></p> <p>We may store Your information on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for crime prevention (see further details below). We will only disclose Your personal details to third parties if it is necessary for the performance of Your contract with Us.</p> <p>In order to assess the terms of the insurance contract or administer claims that arise, we will need to collect data that the Data Protection Act defines as sensitive such as medical history or criminal convictions. By proceeding with this contract You will signify Your consent to such information being processed by the Underwriters or their agents. We will keep Your information secure at all times. In certain circumstances, for example for systems administration purposes, we may have to transfer Your information to another country, which may be a country outside the European Economic Area ("EEA"). By proceeding with Your insurance application, we will assume You are agreeable for Us to transfer Your information to a country outside the EEA.</p>
<p>General Conditions – E.U. Disclosure Clause</p>	<p><u>Law and Jurisdiction</u></p> <p>Unless specifically agreed to the contrary this policy shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.</p>	<p><u>E.U. Disclosure Clause</u></p> <p>The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance will be subject to the laws of England and Wales and subject to the exclusive jurisdiction of the courts in England and Wales.</p>

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<p>Claims</p>	<p><u>How to make a claim</u> To make a claim simply call our 24 hours claims help line telephone number: 0345 604 6615 or 02920 558639. At the time of making a claim, you will be asked: The Certificate number stated on your schedule and full details of the claim.</p>	<p><u>How to make a claim</u> On the happening of any event which may give rise to a claim You must notify the Underwriters’ Claims Representatives without delay, but in any event, within 30 days by calling 01732 520288. At the time of making a claim, You will be asked: The Policy number stated on Your Schedule and full details of the claim.</p>
<p>Complaints</p>	<p>Complaints and concerns If you have any questions or concerns about your insurance or the handling of a claim you should, in the first instance, contact the Insurance Broker who arranged this insurance for you. <i>Please quote your Policy number in all correspondence so that your concerns may be dealt with speedily.</i> If your Insurance Broker is unable to resolve the complaint to your satisfaction by close of business the following day and your complaint relates to a claim then you should contact: The Complaints Manager Commercial Express B1 Custom House The Waterfront Level Street Brierley Hill DY5 1XH Phone 0800 978 8007 Email complaints@commercialexpress.co.uk If your complaint cannot be resolved by Commercial Express Quotes Ltd within 3 working days, you can raise the complaint with Us: Complaints Manager ERGO Versicherung AG, UK Branch Munich RE GROUP Offices Plantation Place - 3rd Floor, 30 Fenchurch Street, London EC3M 3AJ Phone 020 3003 7444 And your concerns the will be forwarded onto Your Insurer. Whilst reviewing your complaint Your Insurer Will: • Acknowledge Your complaint promptly</p>	<p>Complaints Procedure If You wish to make a complaint about the sales process or suitability of Your Policy, You should contact Your insurance advisor who arranged this Policy for You. If Your complaint relates to any other matter including claims, You should contact: The Complaints Manager Commercial Express B1 Custom House The Waterfront Level Street Brierley Hill DY5 1XH Phone 0800 978 8007 Email complaints@commercialexpress.co.uk Alternatively, You can refer Your complaint to the Complaints team at Lloyd’s at any time: Complaints Lloyd’s One Lime Street London EC3M 7HA Tel: 020 7327 5693 Fax: 020 7327 5225 E-mail: complaints@lloyds.com Website: www.lloyds.com/complaints Details of Lloyd’s complaints procedures are set out in a leaflet “Your Complaint - How We Can Help”, which is available from www.lloyds.com/complaints. You can also ask Lloyd’s for a copy of this leaflet using the contact details shown above. If You are dissatisfied with the outcome of Your complaint, You may have the right to refer Your complaint to an alternative dispute resolution body.</p>

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	<ul style="list-style-type: none"> • Investigate Your complaint quickly and thoroughly • Keep You informed of the progress of Your complaint • Do everything possible to resolve Your complaint <p>Your Insurer is obliged to provide You with a written offer of resolution within 8 weeks of the date Your complaint was received.</p> <p>If Your Insurance Broker or Your Insurer remain unable to resolve the complaint to Your satisfaction then You may also have the right to refer Your complaint to:</p> <p>The Financial Ombudsman Service Exchange Tower, London, E14 9SR <u>Phone:</u> 08000 234 567 <u>Email:</u> complaint.info@financial-ombudsman.org.uk</p> <p>Making a complaint does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.</p>	<p>If You live in the United Kingdom or the Isle of Man, the contact information is:</p> <p>The Financial Ombudsman Service Exchange Tower London E14 9SR Tel: 0800 023 4567 (calls to this number are free from “fixed lines” in the UK) Tel: 0300 123 9123 (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK) Email: complaint.info@financial-ombudsman.org.uk</p> <p>If You live in the Channel Islands, the contact information is:</p> <p>Channel Islands Financial Ombudsman PO Box 114 Jersey Channel Islands JE4 9QG. Tel: Jersey +44 (0)1534 748610; Guernsey +44 (0)1481 722218; International +44 1534 748610. Fax +44 1534 747629 Email: enquiries@ci-fo.org Website: www.ci-fo.org</p> <p>If You purchased this insurance online You can also make a complaint via the EU’s online dispute resolution (ODR) platform. The website for the ODR platform is: http://ec.europa.eu/odr This complaints procedure does not affect Your right to take legal action.</p>
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