

Trailer Consumer

Certificate Wording

Trailer Certificate Wording

Introduction

In return for payment of the premium shown in the Schedule, We agree to insure You, subject to the terms and conditions contained in or endorsed on this insurance, against loss or damage you sustain or legal liability you incur for accidents happening during the Period of Insurance.

Wherever the following words appear in bold in this policy they will have the meanings shown in the Definitions section

This document, the Schedule and any endorsement(s) attached form Your policy.

This document sets out the conditions of the policy between You and Us. It should be kept in a safe place.

Please read the whole document carefully. It is arranged in different sections. It is important that:

- You check that the sections you have requested are included in the schedule;
- You check that the information you have given us is accurate - see the "Information You have given Us" section;
- You notify Your broker as soon as practicable of any inaccuracies in the information you have given us;
- You comply with your duties under each section and under the insurance as a whole.

Under this certificate Commercial Express Quotes Ltd are acting solely as underwriting agents on behalf of the subscribing underwriters with no liability under this Certificate.

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%

Important Information - Information You have given Us

In deciding to accept this policy and in setting the terms and premium, We have relied on the information you have given Us. You must take care when answering any questions we ask by ensuring that all information provided is accurate and complete.

If we establish that you deliberately or recklessly provided us with false or misleading information we will treat this policy as if it never existed and decline all claims.

If we establish that you carelessly provided us with false or misleading information it could adversely affect your policy and any claim. For example, we may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. We will only do this if we provided you with insurance cover which we would not otherwise have offered;
- amend the terms of Your insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by Your carelessness;
- reduce the amount we pay on a claim in the proportion the premium You have paid bears to the premium we would have charged You; or
- cancel Your policy in accordance with the Right to cancel condition below.

We or Your insurance broker will write to you if we:

- intend to treat Your policy as if it never existed; or
- need to amend the terms of Your policy.

If you become aware that information You have given Us is inaccurate, You must inform Your broker as soon as practicable.

Notifying us of any changes or inaccuracies

You must notify Your broker:

- without delay if You become aware that information you have given us is inaccurate;
- within fourteen (14) days of you becoming aware about any changes in the information you have provided to Us which happens before or during the Period of Insurance.

When we are notified that information You previously provided is inaccurate, or of any changes to that information, we will tell You if this affects Your insurance. For example, we may amend the terms of your insurance, or require You to pay more for Your insurance, or cancel Your insurance in accordance with the "Cancellation" clause below.

Important Information - "Policyholder Notices"

Cancellation

You can also cancel this policy at any time by writing to your broker.

We can cancel this policy by giving you thirty (30) days' notice in writing.

We will only do this for a valid reason (examples of valid reasons are as follows):

- Non-payment of premium;
- A change in risk occurring which means that we can no longer provide you with insurance cover;
- Non-cooperation or failure to supply any information or documentation we request;
- Threatening or abusive behaviour or the use of threatening or abusive language.

Refund of Premium

You have a statutory right to cancel this policy by writing to your broker within fourteen (14) days of either:

- the date you receive this policy; or
- the start of the period of insurance

whichever is the later.

If this insurance is cancelled then, provided you have not made a claim, you will be entitled to a refund of any premium paid, subject to a deduction for any time for which you have been covered. This will be calculated on a proportional basis. For example, if you have been covered for six (6) months, the deduction for the time you have been covered will be half the annual premium.

If you cancel this insurance outside of the statutory right period, there may be an additional charge, as stated in the schedule, to cover the administrative cost of providing the insurance.

If we pay any claim, in whole or in part, then no refund of premium will be allowed.

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.

If You or US cancel the certificate, and You have not made a claim during the current period of insurance, We shall calculate the proportionate premium for the period You have been insured and will refund any balance, less an administration fee, for any remaining period of cover. No premium will be refunded for amounts under £25.00 + IPT + fee.

Claims

How to make a claim

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.

Things you must do

You must comply with the following conditions. If you fail to do so, we may not pay your claim, or any payment could be reduced.

1. You must notify your broker as soon as practicable giving full details of what has happened.
2. You must provide your broker with any other information we may require.
3. You must forward to your broker as soon as practicable, but no later than fourteen (14) days, if a claim for liability is made against you, any letter, claim, writ, summons or other legal document you receive.
4. You must inform the Police, as soon as practicable, following any loss caused by malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
5. You must not admit liability or offer or agree to settle any claim without our written permission.
6. You must take all reasonable care to limit any loss, damage or injury.
7. You must retain ownership of your property at all times. We will not take ownership of, or accept liability for any of your property unless we agree with you in writing in advance to do so.

Defence of claims

We may, at our discretion take full responsibility for conducting, defending or settling any claim in your name and take any action we consider necessary to enforce your rights or our rights under this insurance.

To help us settle your claim

It is your responsibility to prove any loss and therefore we may ask you to provide receipts, valuations, photographs, and any other relevant information and documents and assistance we may require to help with your claim.

Fraudulent Claims

If you, or anyone acting on your behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid. This means we will: not pay the false or fraudulent claim and be entitled to recover any payments which have been made in respect of the fraudulent claim; have the option to treat the contract as having been terminated at the time of the fraudulent act (not the discovery of it) and need not return any premium; be entitled to refuse all claims arising after the fraud but remain liable for valid losses before the fraud.

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.

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

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 will be forwarded onto Your Insurer.

Whilst reviewing your complaint Your Insurer Will:

- Acknowledge Your complaint promptly
- Investigate Your complaint quickly and thoroughly
- Keep You informed of the progress of Your complaint
- Do everything possible to resolve Your complaint

Complaints and concerns (continued)

Your Insurer is obliged to provide You with a written offer of resolution within 8 weeks of the date Your complaint was received.

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:

The Financial Ombudsman Service
Exchange Tower,
London, E14 9SR

Phone: 08000 234 567

Email: complaint.info@financial-ombudsman.org.uk

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.

Authorisation and Regulation

ERGO Versicherung AG is a German insurance company with its headquarters at Victoriaplatz 2, 40477 Düsseldorf. Registered No: HRB36466. 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

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. Details about the extent of Our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Us on request.

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.

Our Firm Reference Number(s) and other details can be found on the Financial Services register at www.fca.org.uk.

Compensation

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.

Data Protection Act 1998

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.

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.

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.

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 policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Law and Jurisdiction

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.

Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Definitions

Certificate

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).

All references to the terms, conditions and exclusions of the Certificate shall be construed as referring to the entire Certificate.

Damage(d) accidental loss, destruction or damage to the Trailer or Fixed Equipment.

Europe means member countries of the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia and Switzerland

Definitions (continued)

Fixed Equipment - Means any equipment or apparatus permanently fixed (fixtures and fittings) to the Trailer, but excluding gas bottles

Insured Event - A claim You have made under a section of this Certificate for which Underwriters have agreed to provide indemnity.

Period of Insurance - The period of insurance specified in the Schedule

Schedule - The document showing the details of the Certificate holder and the cover provided.

Sum Insured/Limit of Indemnity - The sum or limit specified in the Schedule as applying to the relevant Section of this Certificate or items insured.

Territorial Limits means the United Kingdom.

Trailer - The Trailer as described in the Schedule.

We/Us/Underwriters- Means ERGO Versicherung AG (UK Branch), AmTrust Europe Limited and Certain Underwriters at Lloyd's.

You/Your/Insured- Means the Insured Person(s) or entity named in the Schedule.

Important Conditions in respect of Section 1 - Security Precautions

1. The following security precautions must be in place otherwise all claims arising from theft or attempted theft will be excluded:
2. The Trailer must 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
3. Whilst the Trailer is in use and detached from the towing vehicle the Trailer must be clamped by wheel clamp or hitch lock.

Section 1 - Trailer Cover

If the Trailer and Fixed Equipment is subject to Accidental Damage fire or theft then following an Insured Event We will pay:

- a) If the Trailer is over three years old at the commencement of this insurance, up to the cost price less a deduction for wear tear and depreciation or market value whichever is the lesser but in any event no more than the Sum Insured stated in the Schedule.
- b) If the Trailer is under three years old at the commencement of this insurance, up to the cost price or market value whichever is the lesser but in any event no more than the Sum Insured stated in the Schedule.

provided that the Trailer was under the custody or control of You or Your immediate family or on loan in an emergency.

At our option We will choose whether to pay You or repair or replace the damaged Trailer.

Exclusions to Section 1

The following Exclusions apply:

- 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) Damage to the Trailer if:
 - 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) Damage to any property contained in the Trailer.
- 7) Loss due to delay or detention by authorities.
- 8) Loss, theft or malicious Damage not reported to the police as soon as possible after discovery.
- 9) Any Consequential Loss
- 10) Damage whilst the Trailer is Hired or lent out unless on loan in an emergency.
- 11) Theft or loss arising from deception or fraud

Exclusions to Section 1 (continued)

- 12) Loss or depreciation of the Trailer or Fixed equipment resulting from reduction in the market value.
- 13) Damage to the Trailer caused by livestock.

Certificate Excesses -

Will apply as below unless specified otherwise in Your Schedule.

You must pay an amount towards each claim. The amount You pay is called the **YI Wggffi**

The following excesses apply to each and every claim.

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

Section 2 - Trailer Replacement Hire

Cover

Following an Insured Event under Section 1, if the Trailer becomes unusable for more than 24 hours We will cover You for up to 15% of the Sum Insured for the reasonable cost You incur of hiring another trailer similar to the one insured under this Certificate.

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.

Section 3 - Public Liability (continued)

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.
8. Any liability that arises only because of an agreement or contract.
9. 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.
10. Liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or other compulsory road traffic act legislation;

Section 4 - European Use

This insurance will operate for a maximum period of up to 90 days whilst the Trailer is in Europe (including sea crossings) and will be subject to the same terms and conditions of the Certificate that apply whilst the Trailer whilst in the United Kingdom.

General Conditions

1. We will only pay a claim if We have received the correct premium before the start of each Period of Insurance
2. 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 the claim, and
 - iii. to treat this Certificate as being terminated with effect from the time of the fraudulent act.

General Conditions (continued)

If the Certificate is treated as having been terminated the Underwriters shall be entitled to:

- 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.
3. This insurance will stop covering the Trailer as soon as You sell it or part with any interest in it, whether temporarily or permanently.
4. 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.
5. Contracts (Rights of Third Parties) Act 1999. Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.
6. Instalments/Direct Debit if You default under a credit arrangement to pay the premium, all coverage ceases from the default date unless We agree in writing to re-instate cover.

General Exclusions

This Certificate is subject to the following exclusion clauses:

1. Asbestos Exclusion clause

This insurance 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.

2. Contamination and Pollution Exclusion clause

1. This insurance shall not cover any loss or Damage or liability due to contamination, soot, deposit, 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:
 - i) Fire, lightning, explosion, impact of aircraft
 - ii) vehicle impact, sonic boom
 - iii) accidental escape of water from any tank, apparatus or pipe
 - iv) riot, civil commotion, malicious damage
 - v) storm, hail
 - vi) flood inundation

General Exclusions (continued)

- i) earthquake
- ii) landslide, subsidence
- iii) pressure of snow, avalanche
- iv) volcanic eruption

3. Electronic Data Exclusion clause

1) Electronic Data Exclusion

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

- a) This insurance does not any 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 the above paragraph, this insurance, subject to all its terms conditions and exclusions will cover physical damage occurring during the Period of Insurance to the Property Insured by this insurance directly caused by such listed peril.

Listed Perils;

- i) Fire
- ii) Explosion

2) Electronic Data Processing Media Valuation

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

Should electronic data processing media insured by this policy suffer physical loss or Damage insured by this insurance, then the basis of valuation shall be the cost of the blank media plus the costs 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,

General Exclusions (continued)

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 insurance does not insure any amount pertaining to the value of such Electronic Data to You or any other party, even if such Electronic Data cannot be recreated gathered or assemble.

4) Institute Radioactive Contamination Exclusion clause

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith:

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from;

- i) ionising radiations from 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 of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

5) Micro-Organism Exclusion Clause

This insurance 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 Damage 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 cleanup abatement disposal relocation or steps taken to address medical or legal concerns.

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

6) Northern Ireland Overriding Exclusion clause

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;

General Exclusions (continued)

- 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.

7) Nuclear Energy Risks Exclusion clause

This policy shall exclude 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

any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

8) Sonic Bangs

The insurance by this policy does not cover Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

9) Terrorism Exclusion

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, arising out of 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 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.

General Exclusions (continued)

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 we allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon you.

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

10) War and Civil War Exclusion clause

Notwithstanding anything to the contrary contained herein this policy 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.

11) SEVERAL LIABILITY CLAUSE

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 proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

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.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. 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.

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.