



HARRY HALL
EST. 1891

Your Horse Trailer Insurance Policy

harryhall.com

01274 711011

equario
INSURANCE (GUERNSEY) LTD

Harry Hall International Limited is authorised and regulated by the Financial Conduct Authority (FRN 968047)
Registered Office: Hope Park Business Centre, 4 Coop Place, Rooley Lane, Bradford, BD5 8JX
Registered in England No. 01362323

HARRY HALL ONE CLUB HORSE TRAILER INSURANCE

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How to Make a Claim

Claims should be made to Harry Hall International Limited (“Harry Hall”) using the contact methods listed below. New claims can be reported 24 hours a day, seven days a week.

Contact details

Harry Hall International Ltd

Claim Department

Hope Park Business Centre

4 Coop Place

Rooley Lane

Bradford

BD5 8JX

Email: claims@harryhall.com

Telephone: 01274 711 011 - Option 5 (new claims)

Claims are administered by Harry Hall International and Equus Claims Management Ltd.

Data Protection and Privacy

The **Insurer** and its intermediaries will record and hold **Your** personal data in accordance with the Data Protection (Bailiwick of Guernsey) Law, 2017 and the UK Data Protection Act 2018 (“the Law”) and follow strict security procedures in the storage and disclosure of information provided to prevent unauthorised access or loss of such information.

The **Insurer** may find it necessary to pass data to other firms or businesses that supply products and services associated with this policy. The **Insurer** will particularly share information with Harry Hall in the UK who assists **Us** with the administration of **Your** policy and any questions around the use of **Your** personal data. The Insurer will also share information with Equus Claims Management for the purpose of claims administration.

In order to comply with the Law, the **Insurer** is committed to processing personal information fairly and transparently. Any information and data provided to the **Insurer** is for the purposes of the provision of insurance services and will be processed fairly and securely in accordance with these purposes;

a. The **Insurer** collects non-public personal information about the **Insured** and any other party covered by this insurance from the information the **Insurer** receives from the **Insured** on applications or other forms.

b. The **Insurer** does not disclose any non-public personal information relating to the **Insured** and/or any other party covered by this insurance to anyone except as is necessary in order to provide its products or services to the **Insured** or otherwise as it is required or permitted by law (e.g. a subpoena, fraud investigation, regulatory reporting, or the like.)

c. The **Insurer** will take all reasonable precautions to preserve the integrity and prevent any corruption, loss, destruction of, or damage to all data and information.

d. The **Insurer** undertakes to comply, and to have adequate measures in place to ensure that its staff comply, at all times with the provisions and obligations contained in (as amended from time to time) any relevant data protection law and regulation.

e. The **Insurer** restricts access to non-public personal information relating to the **Insured** and/or any other party covered by this insurance to its employees, its subsidiary, parent and/or other group companies, their employees or others who need to know that information to service the **Insured's** policy.

f. The **Insured** has the following rights in relation to the handling of their personal data:

- They are entitled to access the personal data which the **Insurer** is holding about them;
- They are entitled to have any inaccuracies in their personal data corrected;
- They are entitled to request that the **Insurer** restrict the processing of their personal data, under certain conditions;
- They have the right to object to the **Insurer** processing their data, under certain circumstances;
- They are entitled to have the personal data the **Insurer** holds about them erased, except where its retention is required by law or contract

g. The **Insured** should make any requests or questions regarding their personal data to Harry Hall, who administers such requests or questions on the **Insurer's** behalf, using the details below.

FAO the Data Protection Officer
Harry Hall International Limited,
Hope Park Business Centre
4 Coop Place
Rooley Lane
Bradford
BD5 8JX

Or by Email to - dpo@harryhall.com

Harry Hall will respond to your questions within one month.

The **Insured** can contact the **Insurer** at:

The Compliance Director
Equario Insurance (Guernsey) Limited
Level 5, Mill Court
La Charroterie
St Peter Port
Guernsey, GY1 1EJ

If the **Insured** is not satisfied with how their personal data has been processed they have the right to apply directly to the Office of the relevant Data Protection Authority.

Information Commissioners Office

Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
Telephone: 0303 123 1113

Office of the Data Protection Commissioner

St Martin's House,
Le Bordage,
St Peter Port
Guernsey GY1 1BR
Email: enquiries@odpc.gg
Telephone: +44 (0)1481 742074

Fraud Prevention

The **Insurer** and its intermediaries will use personal information including account information and claims information to identify fraudulent transactions or claims.

The **Insurer** and its intermediaries will also use device identifiers and IP addresses in fraud prevention and investigation, and to maintain network and information security.

Definitions

Each time the following words or phrases are used in this policy they will be printed in ***bold italic*** type and will have the specific meaning shown below:

Excess

means the amount ***you*** must pay towards any claim.

Geographical limits

means England, Scotland, Wales, Northern Ireland, and the Isle of Man.

Period of Insurance

Means the period stated on the ***schedule***.

Schedule

means the document which specifies details of the insured, the Horse Trailer and any excess(es), endorsements and additional conditions applying to the policy.

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, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

We, Our, Us, Insurer

means Equario Insurance (Guernsey) Limited.

You, Your, Insured

means the person(s) named in the ***schedule***.

Preamble

We (Equario Insurance (Guernsey) Limited) and **you** (the **Insured** named in the **schedule**) agree the following:

- **We** will provide the cover if **you** pay the premium and any such additional fees as described on the **schedule**, which are applicable in the circumstances.
- The policy and the **schedule** must be read together and any word or phrase which has been explained in this policy will have that meaning wherever it appears.
- This policy will be governed by English law.
- The language used in this policy and any information in it will be English.

Horse trailer damage and theft

What is covered

1 Accidental loss of, or damage to, the Horse Trailer described in the **schedule** occurring during the **Period of Insurance** anywhere within the **geographical limits**.

2 Recovery and delivery

After any loss or damage insured by this policy **we** will pay **you** the necessary and reasonable costs **you** have paid to:

- (a) protect the Horse Trailer and take it to the nearest suitable repairers.
- (b) arrange delivery of the Horse Trailer after its repair or recovery to **your** address within the **geographical limits**.
- (c) recover any horse(s) that were being transported in the Horse Trailer to **your** address within the **geographical limits** should the Horse Trailer be immobilised or deemed unsafe to transport horse(s) immediately following the incident of loss or damage.

The maximum amount **we** will pay under (c) is £500 for any one incident per Horse Trailer.

3 Temporary hire of an alternative trailer (if shown as insured on your **schedule**)

After any insured loss or damage to the trailer described in the **schedule** which renders it unusable, **we** will pay **you** the costs **you** have to pay to hire a temporary replacement trailer for a period of up to 3 weeks.

The most **we** will pay is £100 per week and £300 in total.

What is not covered

- (i) The amount of any **excess** shown in **your schedule**.
- (ii) Loss or damage while the Horse Trailer is being used for **your** job, profession or business or for hire and reward.
- (iii) Damage to tyres by punctures, cuts or bursts.
- (iv) Loss of, or damage to, contents other than accessories.
- (v) Loss of the Horse Trailer through deception.
- (vi) Loss of the Horse Trailer by theft from a locked building or compound unless involving forcible and violent means of entry into or exit from the building/compound.
- (vii) Loss of the Horse Trailer by theft other than from a locked building or compound unless if at the time of the loss it is protected by a proprietary wheel clamp or other security device acceptable to **us** and noted on **your** 'Statement of Facts' sheet.

Settling Claims

We will pay the cost of replacing or repairing the property or **we** may replace the property or arrange for the repairs to be carried out.

If the Horse Trailer is lost or it would not be economical to repair the damage:

- a. and **you** bought the Horse Trailer as new within 12 months of the start date of this policy **we** will pay the purchase price or replace it as new at our discretion
or
- b. **We** will pay the market value of the Horse Trailer, subject to application of the clause below.

If the Horse Trailer was not purchased within 12 months of the start date of this policy and at the time of any loss or damage its sum insured is less than 85% of its market value then **we** will only pay out in proportion of the valid claim to that percentage.

If **we** know that **you** are still paying for the Horse Trailer under a hire purchase or leasing agreement **we** will pay the hire or lease company.

Our liability under this section will then end.

The most **we** will pay for any one claim is the sum insured shown in the **schedule**.

We will not reduce the sum insured after **we** pay a claim except for total loss or destruction in which case cover will end.

Conditions

1 Misrepresentation

It is **your** duty to take reasonable care not to make a misrepresentation to **us** if **we** ask **you** a question in connection with **your** insurance or **we** ask **you** to confirm or amend details.

If **you** fail in this duty, it may have adverse consequences on **your** insurance policy, including in the worst case scenario, refusing all claims, cancelling the policy from the beginning and retaining all premiums paid.

2 Duty of care

You must take all reasonable steps to prevent or reduce loss of or damage to the Horse Trailer insured by this policy and to maintain the Horse Trailer in a good condition and in a good state of repair.

3 Other insurances

At the time of any loss or damage resulting in a claim under this policy if **you** have any other insurance covering the same loss or damage, **we** will only be responsible for **our** proportion of the loss.

4 Changes to risk

Please tell **us** as soon as possible if there are any changes to the information set out in the most recent 'Statement of Facts' document issued to **you**. **You** must tell **us** as soon as possible about any of the following:

- (i) any change to **your** postal address for this policy.
- (ii) **you** changing **your** Horse Trailer.
- (iii) if any person insured under this policy receives a criminal conviction which results in a custodial sentence.

If in doubt, **you** should contact **us** using the address or phone number stated in the General information section.

If **you** tell **us** about a change affecting **your** policy, **we** will tell **you** whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **your** policy.

If **you** do not tell **us** about a change described above, or if the information that **you** provide is not complete and accurate, **we** may, depending on the circumstances:

- (i) refuse to pay or reduce the amount **we** pay for any relevant claim;
- (ii) revise the terms and/or premium of **your** policy; or
- (iii) cancel **your** policy in accordance with condition 6.

5 Cancelling the policy

(a) Your right to cancel in the cooling-off period

You have a right to cancel this policy for any reason within 14 days of the start date (or **your** renewal date) or the date **you** receive **your** policy documentation if this is later.

No charge will be made and any premium **you** have already paid will be refunded, provided that between the start date (or **your** renewal date) and the date that **you** cancel:

- **you** have not made a claim and
- **you** are not aware of any incidents that may give rise to a claim.

If **you** do make a claim or **you** are aware of an incident, which may give rise to a claim, then **you** must pay the annual premium in full.

(b) Your right to cancel after the cooling-off period

If **you** do not cancel the policy within the 14 day cooling-off period mentioned above, the policy is in force and **you** are committed to pay the premium and such additional fees described on the **schedule** as appropriate in the circumstances.

However, **you** can still cancel the policy providing **you** tell **us** in writing. As long as **you** have not made a claim and are not aware of an incident, which may give rise to a claim during the current **period of insurance**, **you** will receive a refund of the part of **your** premium which covers the cancelled period, providing this exceeds £15.

If **you** have made a claim or **you** are aware of an incident that may give rise to a claim during the current **period of insurance** then **you** must pay the annual premium in full.

(c) Our right to cancel

(1) Non-payment of premium

Unless otherwise agreed with **us**, **we** will not provide cover under this policy unless **you** pay the premium by the due date. If **you** do not pay the premium by the due date, **we** will send notice of the outstanding premium to **you** and give **you** a further period of at least 14 days from the due date in which to pay the outstanding amount. If payment is still not received in the timescale **we** have advised, the policy is cancelled from the outset.

We will not cancel the policy for failure to pay the premium if such failure is due to error on **our** part or on the part of **your** broker, bank or building society.

(2) Other cancellation rights

In addition to **our** rights under (i) 'Non-payment of premium' above and (ii) General Condition 8 'Fraudulent claims', **we** have the right to cancel **your** policy at any time by giving **you** at least fourteen days' notice in writing, sent by recorded post to **your** last known address, where **we** have a valid reason for doing so. **Our** cancellation letter will set out the reason why **we** are cancelling **your** policy.

Valid reasons for cancelling **your** policy may include but are not limited to:

(a) Circumstances which are outside **our reasonable control, for example:**

- (i) where the law requires that **we** cancel **your** policy.
- (ii) where the continuation of **your** policy would result in **us** breaching any applicable law or regulation that applies to **your** policy.

(b) you receiving a criminal conviction which results in a custodial sentence.

If **we** cancel **your** policy for a valid reason in accordance with **our** rights under (2) **we** will refund the part of **your** premium which relates to the period remaining under **your** policy which has been cancelled by **us**.

If **you** have made a claim under **your** policy, **we** will not refund any part of **your** premium and **you** will be required to pay **us** any unpaid premium.

6 Making a claim

(1) If any event, which may result in a claim under this policy, occurs **you** must tell **us** as soon as is reasonably possible.

The action to take then depends on the type of claim.

Accidental loss, theft, vandalism or malicious acts, tell the police immediately.

You must not negotiate, admit, or deny any claim without **our** written permission.

(2) (a) To help prove **your** claim **we** may require **you** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, or photographs. **We** may also require **your** consent to obtain information about **your** loss from the Police or other relevant law enforcement agency.

(b) To help assist in dealing with **your** claim **we** may require **you** to obtain estimates for the replacement or repair of damaged property. **We** will only ask for information relevant to **your** claim and **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information as part of **your** claim.

(3) Following notification of **your** claim, property damaged beyond repair must be retained for at least 30 days (or any period **we** agree) and made available for **our** inspection.

7 Fraudulent claims

If a claim made by **you** or anyone acting on **your** behalf, or any other person claiming to obtain benefit under this policy, is fraudulent or exaggerated whether ultimately material or not, or if any damage is caused by **your** wilful act or with **your** connivance **we** may at **our** option:

(a) repudiate the claim.

(b) recover any payments already made by **us** in respect of the claim.

(c) cancel the policy from the date of the fraudulent act and retain the premium due for the unexpired **period of insurance** from the date of cancellation up to the renewal date.

If **we** cancel the policy **we** will notify **you** in writing, by recorded post to **your** last known address.

8 Arbitration

Provided **we** have admitted liability for a claim, any dispute as to the amount to be paid shall be resolved by arbitration in accordance with the statutory provisions in force at the time by:

(a) an agreed arbitrator or if an arbitrator cannot be agreed

- (b) an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given seven days' written notice to the other party.

You must not take legal action against **us** over the dispute before the arbitrator has reached a decision.

9 Financial interests

At the time of making a claim under this policy, **you** must disclose to **us** the name of any third party who holds a financial interest in the Horse Trailer with the nature and extent of such interest.

We agree to note such interest and consider it as part of the claim process.

Rights and Responsibilities

- (1) **We** may enter the Horse Trailer where loss or damage has occurred and deal with any salvage. However, **we** will not accept property abandoned to **us**.
- (2) **We** may take over and deal with the defence or settlement of any claim in **your** name.
- (3) **We** may take proceedings in **your** name but at **our** expense to recover the amount of any payment **we** have made under this policy. **You** must give **us** all the information related to **your** claim to enable **us** to make these recoveries. **We** will pay for any reasonable expenses **you** incur in providing **us** with this information.
- (4) A person or company who is not party to this policy has no right under the Contract (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.

Exclusions

1 Radioactive contamination

We will not cover any loss, damage, cost, expense or any legal liability directly or indirectly caused by, contributed to by, or arising from:

- ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning nuclear fuel;
- the radioactive toxic explosive or other hazardous properties of any nuclear equipment or part of that equipment.

2 War risks

We will not pay for loss, damage or liability, which is the direct or indirect result of any of the following, whether or not contributed to by any other cause or event:

- (a) war
- (b) invasion
- (c) activities of a foreign enemy
- (d) hostilities or warlike operations (whether war has been declared or not)
- (e) civil war
- (f) mutiny
- (g) revolution, rebellion or insurrection (meaning people rising up and rebelling against the government by force)
- (h) civil commotion which is so severe or widespread that it resembles a popular uprising
- (i) military power (even if properly authorised by the duly elected government)
- (j) martial law
- (k) usurped power (meaning power taken by force by any person or group, including the armed forces, which is not the duly elected government) or
- (l) property being confiscated by any government or public or local authority

3 Sonic bangs

We will not cover any loss or damage by pressure waves caused by aircraft or other flying devices travelling at sonic or supersonic speeds.

4 Uninsurable risk

We will not cover the following:

- (a) damage that happened before cover under this policy started.
- (b) any loss or damage caused deliberately by **you** or anyone acting on **your** behalf.
- (c) damage caused by wear and tear, atmospheric or climatic conditions (other than storm or flood), rot, fungus, insects or any gradual cause.

- (d) damage caused by faulty workmanship, materials, specification or design.
- (e) damage caused by cleaning, dyeing, repair or restoration.
- (f) mechanical or electrical breakdown.

5 Pollution or contamination

We will not cover any claim or expense of any kind caused directly or indirectly by pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident, which takes place in its entirety at a specific time and place during the ***period of insurance***.

All pollution or contamination, which arises out of one incident, shall be deemed to have occurred at the time such incident takes place.

6 Reduction in market value

We will not make any extra payment for a reduction in the market value following a repair reinstatement or replacement paid for under this policy.

7 Terrorism

Applicable to the property insured under this policy;

We will not cover any loss, damage, cost or expense directly or indirectly caused by, contributed to, by, resulting from, or arising out of or in connection with:

- (a) biological, chemical, or nuclear pollution or
- (b) contamination

due to any act of ***terrorism***.

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

8 Indirect loss

We will not cover any indirect losses which result from the incident that caused ***you*** to claim, except as specifically provided for under this policy.

Complaint handling procedures

We are dedicated to providing **you** with a high quality service and **we** want to ensure that **we** maintain this at all times. If **you** feel that **we** have not offered **you** a first class service please write and tell **us** and **we** will do **our** best to resolve the problem.

In the first instance, **you** should bring any questions or concerns regarding this policy, **your** cover or **our** service to the attention of the insurance intermediary at the address below:

Customer Relations Team
Harry Hall International Limited
Hope Park Business Centre
4 Coop Place
Rooley Lane
Bradford
BD5 8JX
Email: contact@harryhall.com

If **your** complaint is about the way in which **we** provide or administer **your** cover (but not anything to do with its sale or any administration carried out for **you**) and **you** are not satisfied with the response, **you** should contact us at:

Compliance Officer
Equario Insurance (Guernsey) Limited
Level 5, Mill Court
La Charroterie
St Peter Port
Guernsey GY1 1EJ.
Email: equario@arm.co.gg

We will acknowledge **your** complaint within 3 working days and do everything **we** can to put the matter right within 10 working days. If **we** cannot do this, **we** will let **you** know how long **we** think it will take **us** to fully investigate and who will be responsible for **your** complaint. Once **we** have completed **our** investigations, **we** will let **you** know the outcome.

Please note that Equario Insurance (Guernsey) Limited is regulated by the Guernsey Financial Services Commission (GFSC). If **you** remain dissatisfied then **you** may refer **your** complaint to the Channel Islands Financial Ombudsman (CIFO) at:

Channel Islands Financial Ombudsman ("CIFO")
P O Box 114
Jersey, Channel Islands
JE4 9QG
Email: enquiries@ci-fo.org
Website: www.ci-fo.org
Phone: +44 1534 748610

If **your** complaint is about the sale of this cover or any administration carried out for **you** by Harry Hall International Limited and **you** disagree with any reply from their Customer Relations Team regarding **your** policy, **you** may ask the Financial Ombudsman Service to review **your** complaint. Their contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 – calls to this number are now free on mobile phones and landlines
0300 123 9123 – calls to this number cost no more than calls to 01 and 02 numbers
Complete the online form at:
www.financial-ombudsman.org.uk/contact

Please note that the Financial Ombudsman Service may not be approached in respect of the insurance, or any services provided by the insurer.

This will not affect **your** right to take legal proceedings.

Disclosure Notice

This policy has been introduced to you Harry Hall International Limited.

This policy is underwritten by Equario Insurance (Guernsey) Limited, which is registered in Guernsey under Registration Number 69867 and is regulated by the Guernsey Financial Services Commission.

Equario Insurance (Guernsey) Limited's registered office is Level 5, Mill Court, La Charroterie, St Peter Port, Guernsey GY1 1EJ.

Harry Hall International Limited and Equario Insurance (Guernsey) Limited are entities which both have the same ultimate beneficial owner.