



roadside. recovery. rescue

SCHEDULE

1. Cover reference number:.....

2. Cover holder name:

Cover holder Company Registration No.

3. Correspondence Address:

.....

.....

Telephone No.

Email address:

4. Cover Period: (Both dates inclusive)

From: To:

At the address of the Cover Holder

5. Coverage selected: Section A - Breakdown (Local, National or European) or
Section B - Recovery (Local, National or European) or
Section C &/or Section D

6. Cover Limits: £2,000 per vehicle, in the Aggregate for the Period of this cover

7. Contribution: £.....payable on

8. Deductible: Nil

9. Claims notification: Call us 24/7 on **01621 738300**

Schedule of covered commercial vehicles

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Dated in the

We recommend you **READ THIS COVER WORDING** together with your **SCHEDULE** to ensure that it meets with your requirements. Should you have any queries please contact Trailers & More Ltd **IMMEDIATELY**

Definitions

Words shown in **bold** type have the same meaning wherever they appear in this **cover**. The words defined below under Definitions are used throughout this **cover**.

What may be covered

Our provision of cover under this **cover** is conditional upon the terms, provisions, **General conditions** and clauses of this **cover** being observed and fulfilled.

Section A

Assistance to repair **your** vehicle roadside if a **covered vehicle** is stranded on a roadway following a **breakdown**. Our agent may attend the **covered vehicle** depending on the level of cover selected:

- Local; the roadside incident occurs within 50 miles of the covered address in the schedule, OR
- National; the roadside incident occurs within the UK, OR
- European; the roadside incident occurs within the EU or the UK.

Section B

Recovery is available if, following a **breakdown**, our agent cannot fix the **covered vehicle**, it, together with the driver may be taken to a single destination of our choice or relevant local repairer or to a destination of **your** choice, dependent on the level of cover selected:

- Local; a location within 50 miles of the covered address in the schedule, OR
- National; a location within the UK, OR
- European; a location within the EU or the UK.

Section C

Yard Start; may provide assistance following a **breakdown** from **your** covered address as stated in the schedule.

Section D

Take Driver Home; following a **breakdown**, we may return **your** driver to their home address in the UK.

What is not covered

A. We will not make any payment for **claim** or part of a **claim** directly or indirectly due to:

1. **Maintenance**
lack of proper, regular or regulatory maintenance of the vehicle and running repairs such as radios, interior light bulbs
2. **Driver & Vehicle Standards Agency (DVSA)**
where at the time of that **breakdown** you do not hold a Green or Amber DVSA score.
3. **Parts**
the cost of any parts, petrol, oil, keys or other materials required when repairing the vehicle roadside or any supplier delivery charge
4. **VAT**
the VAT where **you** are VAT Registered
5. **Duty of Care**
your lack of care, diligence or prudent behaviour, the result of which would increase the risk, and/or likelihood of a **claim**.
6. **Legal Requirements**
you failing to observe and comply with the requirements of any law, ordinance, court or regulatory body of the applicable jurisdiction.
7. **Accident / damage**
your involvement in any road traffic accident or damage to your vehicle.
8. **Fraud**
any fraud, misrepresentation or concealment by **you**.
9. **War**
war
10. **Nuclear Risks**
nuclear risks
11. **Terrorism**
terrorism
12. **Non-approved agent**
any agent carrying out the work that is not approved or authorised by us
13. **Transporting animals**
the **recovery** or transport of any animals including horses or livestock.

14. Unsafe or unroadworthy vehicle

your vehicle, immediately before the **breakdown**, being dangerous, overladen, unroadworthy or could not otherwise have been lawfully used on the public highway. Where service has been refused as a result of your vehicle being deemed dangerous, overladen or unroadworthy, **we** may seek to arrange but will not pay, to have it removed to a repairer.

15. Goods of a dangerous or hazardous nature

carrying any dangerous or hazardous substances or goods which **you** need a licence from the relevant authority unless such repair or **recovery** is properly authorised (where required) by any statutory or other relevant body and is not otherwise in contravention of any statute or regulation.

16. Delay in reporting

there being an unreasonable delay in reporting the **breakdown**.

17. Age of vehicle

your vehicle, at the time of the **claim**, is over 10 years old.

18. Consequential loss

consequential losses of any nature other than as specifically provided within the terms of this **cover**.

19. Previous breakdown faults

any **breakdown** resulting from a fault where **we** have previously provided **breakdown** cover and made a temporary repair or made a recommendation for that fault unless **we** consider, acting reasonably, that there is evidence to suggest that the original fault has not been properly repaired by a third party other than **us**.

20. First 24 hours

any **claim** within the first 24 hours after the cover start date. This does not apply to any renewing policies.

21. Driver induced fault

driver induced fault.

22. Non-standard aftermarket Specialist equipment

any **breakdown** resulting from a fault to any non-standard aftermarket specialist equipment fitted to **your** vehicle or attached trailer.

23. Cyber losses caused by malicious acts

any loss, theft, damage, impairment, disablement or loss of use of **your** vehicle caused deliberately or maliciously by:

i. the use of, or failure of, any application, software, or programme in connection

with **your** vehicle, including driver assistance, safety, security, infotainment or software updates whether authorised or unauthorised;

ii. the use of, or failure of, any electronic device connected to **your** vehicle (for example smartphones, tablets or smartwatches used for navigation, infotainment or any other purpose);

iii. any computer virus, ransomware, code or software;

iv. theft of, loss of access to, or damage to, any telematic device or any electronic data (for example files, music or images) wherever it is stored;

v. any threat, deception or hoax relating to i., ii., iii., and/or iv. above.

24. Computer virus or Ransomware Attack

any loss, theft, damage, disablement, impairment or loss of use of **your covered vehicle** or any cost or expense arising as a result of any computer virus, ransomware, code or software or any related threat, deception or hoax.

25. Alternative fuels

any vehicle powered by **alternative fuels**.

How much we may pay

The most **we** may pay for any one claim shall not exceed the cover Limited stated in the Schedule.

Claims conditions

If any **claim** occurs:

We may not make any payment under this **cover** unless **you**:

1. give **us** or our **agent**, at **your** expense, any information which **we** or **our agent** may reasonably require and co-operate fully in the investigation of any **claim** under this **cover**.
2. **you** must:
 - a. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any **claim**; and
 - b. give **us** or **our agent** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become legally liable to pay under this **cover**, in **your** name but at **our** expense.

If **you** fail to do so, **you** shall be liable to **us** for an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with this obligation, which **we** may deduct from any payment **we** make under this **cover**.

How to make a claim

Call us 24/7 on **01621738300**

If **your** vehicle breaks down, please provide us with:

1. **Your** name, or the name of **your** business
2. **Your** vehicle's make, model and registration number
3. The location of the vehicle - the road **you're** on or the nearest junction
4. The number of the phone **you're** using
5. The cause of the breakdown, if **you** know it

General conditions

The following conditions apply to this **cover**.

1. Presentation of the risk

In agreeing to cover **you** and in setting the terms and contribution, **we** or **our agent** have relied on the information **you** have given **us**. **You** must provide a fair presentation of the risk and must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which **you** (including **your** senior management and those responsible for arranging this **cover**) know or ought to know following a reasonable search.

2. If **you** fail to make a fair presentation

- a. If **we** establish that **you** deliberately or recklessly failed to present the risk to **us** or **our agent** fairly, **we** may treat this **cover** as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us** and **we** will be entitled to retain all contributions paid.
- b. If **we** establish that **you** failed to present the risk to **us** or **our agent** fairly but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** made a fair presentation of the risk, as follows:
 - i. if **we** would not have provided this **cover**, **we** may treat it as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us**. **We** will refund any contributions **you** have paid; or
 - ii. if **we** would have provided this **cover** on different terms (other than as to contribution), **we** will treat it as if it had been provided on such different terms from the start of the period of **cover**. This may result in **us** making no payment for a particular **claim** or loss. **You** must reimburse any payment made by **us** that **we** would not have paid if such terms had been in effect.

3. Change of circumstances

You must tell **us** or **our agent** as soon as reasonably possible of any change in circumstances during the **period of cover** which may materially affect this **cover** (a material fact or circumstance is one which might affect **our** decision to provide **cover** or the conditions of that **cover**). This includes any temporary or permanent ceasing of operations, bankruptcy, moratorium of debt, reorganisation or related proceedings. **We** may then change the terms and conditions of this **cover** or cancel it in accordance with the Cancellation condition.

4. If you fail to notify us of a change of circumstances

- a. If **we** establish that **you** deliberately or recklessly failed to:
 - i. notify **us** or **our agent** of a change of circumstances which may materially affect the **cover**; or
 - ii. comply with the obligation in 1. above to make a fair presentation of the risk to **us** when providing **us** with information in relation to a change of circumstances; **we** may treat this **cover** as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. **You** must reimburse all payments already made by **us** relating to claims made or losses occurring after such date. **We** will be entitled to retain all contributions paid.
- b. If **we** establish that **you** failed to notify **us** of a change of circumstances or to make a fair presentation of the risk to **us** when providing **us** with information in relation to a change of circumstances, but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** fairly presented the change of circumstances to **us**, as follows:
 - i. if **we** would have cancelled this **cover**, **we** may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any **claim** made or any incident occurring after that date. **You** must reimburse any payments already made by **us** relating to **claims** made or losses occurring after such date. **We** will refund any contributions **you** have paid in respect of any period after the date when cancellation would have been effective; or
 - ii. if **we** would have provided this **cover** on different terms (other than as to contribution), **we** will treat it as if it had been provided on such different terms from the date when **your** circumstances changed. This may result in **us** making no payment for a particular **claim** or loss.

5. Reasonable precautions

You must take reasonable steps and behave in a diligent and prudent manner which does not increase the risk or likelihood of a **claim** from a **covered event**. **We** will not make any payment under this **cover** in respect of any incident occurring whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the **claim** occurring in the circumstances in which it occurred.

6. Trailers

We may only provide cover to trailers owned by **you** or your company. Trailers may be attended to only when attached to a **covered vehicle**.

7. DVSA Operators Licence

We will not make any payment under this **cover** if **you** do not maintain a green or amber DVSA Operators Licence. **You** may be asked to provide proof of **your** OCRS prior to or post a **claim**.

8. Maintenance

You may be asked to provide proof of **your** vehicle maintenance records prior to or post a **claim**.

9. Cancellation

You may cancel this **cover** within 14 days of receiving **your cover**, if for any reason **you** are dissatisfied or the **cover** does not meet **your** requirements. In this event, **we** will return **your** contribution in full.

We may cancel **your cover**:

- (i) At any time by giving **you** 30 days' written notice before the effective date of cancellation
- (ii) Immediately if the contribution is not paid to **us**. In this event **we** will give **you** 10 days' notice in writing and if the contribution is not received in this period, **your cover** will be cancelled ab-initio and no coverage is provided.
- (iii) Where **your cover** is cancelled in accordance with (i) and (ii) above, **we** will refund part of the contribution paid, proportionate to the unexpired period of cancellation following cancellation, provided that no **claim** has been paid or is outstanding.
- (iv) Cancellation of **your cover** will not affect any claims or rights **you** or **we** may have before the date of cancellation.

10. Sold Vehicles

If **you** sell one of **your covered vehicles**, **you** are entitled to change this vehicle for another, for the remainder of **your Period of cover**. There will be no return of contribution made if **you** do not replace **your** sold vehicle.

11. Rights of third parties

You and we are the only parties to this **cover**. Nothing in this **cover** is intended to give any person any right to enforce any term of this **cover** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

12. Other cover

We will not make any payment under this **cover** where **you** would be entitled to be paid under any other **cover** if this **cover** did not exist except in respect of any amount in excess of the amount that would have been payable under such other **cover** had this **cover** not been affected.

13. Cover Disputes

This **cover** will be governed by and interpreted in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.

14. Sanctions

We shall not provide any cover nor shall **we** be liable to pay any **claim** hereunder to the extent that the provision of such cover and/or payment of such claim would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15. Fraud

a. If **you** or anyone entitled to cover in respect of any **claim** or loss, or anyone on behalf of **you** or such other person, tries to deceive **us** by deliberately giving us false information or making a fraudulent **claim** under this **cover** then:

- i. **we** or **our agent** shall be entitled to give **you** notice of termination of the **cover** with effect from the date of any fraudulent act or **claim** or the provision of such false information;
- ii. **we** or **our agent** shall be entitled to refuse to make any payment under the **cover** in respect of any **claim** made or any loss occurring after the date of any fraudulent act or **claim** or the provision of such false information;
- iii. **you** must reimburse all payments already made by **us** relating to **claims** made after the date of any fraudulent act or **claim** or the provision of such false information; and
- iv. **we** shall be entitled to retain all contributions paid.

This does not affect **your** rights in relation to any **claim** made before the date of any fraudulent act or **claim** or the provision of such false information.

b. Where this **cover** provides cover for any individual who, or entity that, is not a party to the **cover**, and where such an individual or entity (or anyone on their behalf) tries to deceive **us** by deliberately giving **us** false information or making a fraudulent **claim** under this **cover**, our rights set out in 3. above apply only to any individual or entity that gave the false information or made the fraudulent claim

Complaints procedure

Any complaints received will be taken seriously and addressed as quickly as possible. Complaints are key to monitoring **our** service and wherever possible, **we** seek to take action to prevent recurrence of a problem.

We define a complaint as any expression of dissatisfaction, whether oral or written, and whether justified or not, about a service or activity provided by **us**.

If **you** have a complaint, please contact us at info@trailersandmore.co.uk

Definitions

The words defined below are used throughout this **cover**. Any other definitions are shown in the section to which they apply.

Breakdown

An event which causes the driver of the **covered vehicle** to be unable to continue a journey due to an unplanned mechanical or electrical fault to the vehicle or failure of it to function, and after which the journey cannot reasonably be commenced or continued in the **covered vehicle**.

Claim

Each separate request for service or benefit under Section A, B, C or D of this **cover**.

Driver induced fault

Any fault caused by actions or omissions of the driver of the vehicle, for example running out of fuel, mis-fueling, lost, stolen or broken keys, or locking **your** keys in **your** vehicle;

Endorsement

A change to the terms of the **cover**.

Covered Event

The call out and labour cost relating to a vehicle **breakdown** or **recovery** resulting from a **breakdown**.

Covered Vehicle

A vehicle covered by this **cover** as listed in the schedule.

Nuclear risks

Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or the radioactive, toxic, explosive or any other hazardous properties of any nuclear assembly or nuclear component of any such assembly.

Our agent

R-365, a trading name of Trailers & More Ltd. Trailers & More Ltd is an appointed representative of MGA Managers Limited which is authorised and regulated by the Financial Conduct Authority under firm reference number 771791. MGA Managers Limited is registered in England and Wales with company no. 10361505. Trailers & More Ltd's firm reference number is 1012074. Trailers & More Ltd is registered in England and Wales with company no. 08571109. Registered address: Eldo House, Kempson Way, Suffolk IP32 7AR.

Period of cover

The time for which this **cover** is in force as shown in the schedule.

Cover

This **cover** document and the schedule, including any **endorsements**.

Recovery

The recovery of **your** vehicle to a single destination of **our** choice of relevant local repairer or to a destination of **your** choice, dependent on the level of cover selected

Alternative fuels

Any fuel used to power a vehicle other than petrol or diesel. These include, but are not limited to: electricity, hydrogen, CNG and PNG.

Terrorism

An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:

- a. is committed for political, religious, ideological, or similar purposes; and
- b. is intended to influence any government or to put the public, or any section of the public, in fear; and
- i. involves violence against one or more persons;
- ii. involves damage to property;
- iii. endangers life other than that of the person committing the action;
- iv. creates a risk to health or safety of the public or a section of the public; or
- v. is designed to interfere with or to disrupt an electronic system

War

War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military, or usurped power.

We / Us / Our

Trailers & More MuCo Limited, trading as Trailers & More Mutual Cover, registered in England and Wales under company registration number 15231714. Registered address: Barrington House, Heyes Lane, Alderley Edge SK97LA.

You, Your

The covered named in the schedule including any employee(s) or person(s) under **your** control or supervision.